MICROFILM

START OF ROLL

ROLL NO. 12

CONSTRUCTION
CONTRACTS

Begins with Contract #1293, 1375
Continued from Reel #11

PR 167-A West Unit, Umatilla-Sand 1932
1293 Station Sec.
1375 Folder # 2

"Permanent as the Pyramids"
PYRAMID 1909
Concrete Products

Office phone Trinity 1164
Residence phone Trinity 7741
Clyde Grutze, General Mgr.

CONCRETE PIPE COMPANY
Drainage, Sewer Pipe, Irrigation Pipe,
Culvert Pipe and Gravity Water Systems
169 Thompson Street
Near Larrabee Street
Albina Industrial Site
PORTLAND, OREGON

November 10, 1931

Hal E. Hoss, Secretary of State

Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Concrete Pipe Company, has a claim for concrete culvert pipe in the sum of Forty-two hundred fifty-two Dollars and forty cents ($4252.40), against the bond taken from O. D. Wolfe, principal, and the Metropolitan Casualty Insurance Company of New York, surety, for the work of constructing a state highway consisting of the west unit of the Umatilla-Sand Point Section of the Columbia River Highway, Oregon.

Very truly yours

CONCRETE PIPE COMPANY

BY C. L. GRUTZE

CLG EC

Endorsed: File No. 1039
Filed November 12, 1931
HAL E. HOSS,
Secretary of State.

H. W. Kelley C. D. Kelley

KELLEY BROS.

Hermiston, Oregon

Nov. 19, 1931.

To the Secretary of State of
The state of Oregon.

Notice is hereby given that the undersigned H. W. Kelley doing business with C. D. Kelley, as Kelley Bros. has a claim for labor and Materials furnished in the construction of The West unit of the Umatilla-Sand Station Section of The Columbia River Highway in Umatilla County, Oregon, in the sum of $4029.86 against the bond taken from O. D. Wolfe as principle and The Metropolitan Casualty Insurance Company of New York, as surety upon such bond for the work of Loading, Hauling, Spreading and Finishing Gravel; Stripping pits; Hauling and Spreading of stripping materials; and force account.

Kelley Bros.

By H. W. KELLEY
Claimants.

O; D. Wofle
In account with Kelley Bros.

1931		
Sept. 10 to 23.		
Gravel topping 3902 yd. at 25¢		$ 975.50
Hauling gravel 6805 yd. mi. at 16¢		1088.80
Stripping gravel pit, 671 yd. at 20¢		134.20
Hauiling stripping materials, 627.8 yd. mi, at 16¢		100.45
Force account		244.78
10% due from Aug. 11 estimate		774.93
10% due from Sept. 11 estimate		870.26
Over charge on Sept. 11 estimate (shovel	$100.00	
(water wagon	24.00	
(water rent	4.00	128.00
Labor paid to Wolfe truck drivers		54.50
Sept. 18 and 19-Thos. Gregory blade man, 14 hrs,		7.88
Gas for Wolfe trucks		71.21
Total		4450.51

Credits

Sept. 10 to 23		
Water wagon, 8 hr. at $3.00	$ 24.00	
Grader and cat, 56½ hr. at $3.00	169.50	
Wolfe trucks, hauling	227.15	
Total		420.65
Balance due		$4029.86

Itemized statement of labor paid Wolfe truck drivers.

Sept. 4	J. Allen	$ 1.00
Sept. 11	W. T. Peck	3.25
Sept. 11	M. R. Stewart	3.00
Sept. 23	Herman Norton	9.25
Sept. 23	Roy Ramble	13.50
Sept. 23	W. F. Norquist	7.50
Sept. 29	Steve Hortsch	1.00
Oct. 6	W. F. Norquist	8.75
Oct. 15	Ben Spencer	5.75
Oct. 20	Paul Lee	1.50
	Total	54.50

Wolfe Trucks

Sept. 10 to 23		
Truck No. 17.537½ yd. mi	$ 75.25	
158 gal gas		$25.26
1 qt. oil		.20

United States of America

STATE OF OREGON

Truck No. 18, 1085 yd. mi.	151.90	
245 gal. gas		44.98
4 qt. oil		.80
Totals	$227.15	$71.21

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Kelley Bros. for labor and materials furnished in the sum of $4029.86 against the bond taken from [illegible], principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County, Oregon, with the original notice filed in the office of the Secretary of State on November 25, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

Endorsed: File No. 1045
Filed November 25, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Kelley Bros. for labor and materials furnished in the sum of $4029.86 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County, Oregon, with the original notice filed in the office of the Secretary of State on November 23, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of November, A. D. 19 31.

Hal E Hoss

Secretary of State

COPY

TO THE STATE HIGHWAY COMMITTEE AND STATE HIGHWAY ENGINEER OF
THE STATE OF OREGON

NOTICE IS HEREBY GIVEN that the undersigned UNION OIL COMPANY OF CALIFORNIA has a claim in the sum of $8009.94 against O. D. Wolfe Estate and against the bond from Metropolitan Casualty Insurance Company of New York for the work of Bonded Job #1295, West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County
(description of work for which bond was taken)

Said claim is for Petroleum products

(If for work or labor state nature thereof, if for material or supplies furnished state generally what material or supplies were furnished.)

In event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of ____________ dollars as an attorney's fee, and the sum of ____________ dollars to defray costs of said action.

CHAS. R. GROSS

1

.-.

Subscribed and sworn to before me this 3 day of December, 1931.

(SEAL)

W. A. SCOTT
Notary Public in and for the State
of Oregon residing at Portland.
My commission expires Oct. 17, 1934

Endorsed: File No. 1056
Filed December 4, 1931
HAL E. HOSS,
Secretary of State.

COPY

TO THE STATE OF OREGON and to

HAL E. HOSS, Secretary of State of State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, a corporation, has a claim for petroleum products sold and delivered in the sum of SEVEN THOUSAND FIVE HUNDRED SIXTY EIGHT and 94/100 DOLLARS ($7,568.94) against the bond taken from PORTLAND SAND & GRAVEL COMPANY, principal, and SOUTHERN SURETY COMPANY OF NEW YORK, surety, for the work of grading the Umatilla - Sand Section of the Columbia River Highway in Umatilla County, East unit 5.31 miles, Oregon State Highway Contract No. 1294.

Dated December 14th, 1931.

STANDARD OIL COMPANY OF CALIFORNIA

By J. T. CRUDEN

District Sales Manager.

Endorsed: File No. 1068
Filed December 16, 1931
HAL E. HOSS,
Secretary of State.

TO THE STATE OF OREGON, AND
THE STATE HIGHWAY COMMISSION of
the state of Oregon:

NOTICE IS HEREBY GIVEN, that the undersigned, FEENAUGHTY MACHINERY COMPANY, a corporation, organized under the laws of the State of Oregon, with its principal office at 324 Belmont Street, Portland, Oregon, has a claim for rental on equipment and items used up on the job for the sum of Two Thousand, Two Hundred Seven Dollars and Ninety-two Cents ($2,207.92), against the bond taken from O. D. WOLFE, contractor, and against the surety on the bond of said O. D. WOLFE, to-wit: THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK, a corporation for the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said O. D. WOLFE, on the West Unit of the Umatilla Sand Section of Oregon State Highway in Umatilla County, Oregon.

An itemized statement of said claim is attached hereto.

Dated, October 23, 1931.

FEENAUGHTY MACHINERY COMPANY

By W. O. FEENAUGHTY
President

* * * * * * * * *

Statement

Portland, Oregon ____192__
FEENAUGHTY MACHINERY CO.
309-315 East Yamhill Street, Corner East First
Page 1.

O. D. Wolfe,
Umatilla, Oregon

Remit in Portland or Chicago Exchange

1931			
May 11	Invoice #2019 Rental on Ingersoll-Rand Tool Sharpener May 11th to June 11, 1931		100.00
May 27	Invoice #2407, Mailed to Umatilla		
	3 X4451 adjust. eyebolts	13.50	
	3 X4430 " "	13.35	
	3 X4432 " nut	9.50	
	Postage	.25	36.60
May 29	Invoice #2460, by stage to Umatilla		
	1 X4601 swing booster band cpt.	15.80	
	1 X3901 lining	3.30	
	Messenger to stage	.75	19.85
June 1	Invoice #2501, O.W.R. & N. to Umatilla		
	1 X9061 inside clutch band complete	32.70	
	1 X4722 brace rod	3.65	
	1 X8901 dipper arm pin	4.80	41.15
June 1	Invoice #2521, auto freight to Umatilla 4 #141818 AMSCO dipper teeth		22.00

June 6	Invoice #2871, auto truck to Umatilla		
	1 #96877 used dipper bail	69.89	
	1 X8671 shackle	13.90	
	1 X2225 pin	1.90	
	2 #8379 bail bushings	4.30	90.05
June 8	Invoice #2894, mailed to Umatilla		
	6 pins for 5" silent chain	.60	
	20 1/2 bushings 5" silent chain	1.40	
	20 washers for 5" silent chain	.30	
	4 pins for 5" silent chain	.40	
	Post. and insurance	.14	
	Telegram	.50	3.34
June 12	Invoice #2906, mailed to Umatilla		
	24 1/4" dot cups 45°	9.12	
	Postage	.15	9.27
June 16	Invoice #2954, mailed to Umatilla		
	12 #03471 tread pins	15.00	
	12 #03472 " " washers	1.44	17.27
June 17	Invoice #2915, mailed to Umatilla		
	1 pr. #1156 (both Halves) conn.rod bushings	5.30	
	Postage	.20	5.50
	For C. P. Compressor		
1931	Carried Forward		345.05
	Forwarded		345.05
June 11	Invoice #2959		
	Rental, Tool Sharpener 6/11 to 7/11/31		100.00
June 12	Invoice #2904, via stage to Umatilla		
	1 pr. #1156 con rod bush (both halves)	5.30	5.30
	For C. P. Compressor		
June 25	Invoice #3074, mailed to Umatilla		
	1 X9228 crowd booster band cpt.	27.20	
	Postage	.29	27.49
June 29	Invoice #3201, auto truck to Umatilla		
	1 #4792 sliding sleeve	27.80	
	2 #4845 yoke (halves)	23.00	50.80
June 29	Invoice #3212, O.W.R. & N. Umatilla		
	1 #108x1/2" D. P. Grad. blades		
	for Giant Winner		11.45
June 29	Invoice #3211, O.W.R.& N. Umatilla		
	Rent on 10' Winner Grader		
	June 29 to July 29, 1932		75.00
June 27	Invoice #3177, mailed to Umatilla		
	1 5/16 copper tube connection) 1 3/8 do) 1 1/8" pet cok)	1.75	
	Postage	.13	1.88
June 26	Invoice #3515, expressed to Umatilla		
	1 #8217 crowd brake trip cam	1.60	
	2 X9231 live end link	3.20	
	1 X2094 " " pin	.50	
	1 #8220 booster live end	2.40	
	1 X9229 trip cam pin	.30	
	1 X9232 booster band eye	3.65	
	1 #8219 " dead end	2.80	
	1 X9233 trip adjust. screw	.90	
	Postage and insurance	.18	
	FOR LORAIN 75		15.98
	Carried Forward		632.71

1931	Forwarded		632.71
July 2	Invoice #3305, mailed to Umatilla		
	1 lb. rivets for X9163	.50	
	1 lb. cotter keys for connecting rods	.20	
	24 1/4 straight dot fittings	6.48	
	12 1/4 45° " "	4.56	
	12 1/4 90° " "	4.56	
	1 #5057 dot gun	11.00	
	Postage	.31	27.61
July 1	Invoice #3367, Consolidated Truck to Umatilla		
	1 #4455A traction band	23.60	23.60
July 10	Invoice #3301, auto freight to Umatilla		
	2 #9400 cylinder gaskets	5.80	
	2 #9556 intake valves	10.10	15.90
	for [illegible] Waukesha motor		
July 10	Invoice #3429, auto freight to Umatilla		
	1 X4512 brake band lining	3.20	
	1 X4513 " " "	2.90	
	1 lb. copper rivets	.60	
	1 X2164 boom sheave pin	4.75	
	12 bushings 1/8 to 1/4	1.32	
	1 #1114 Jeffrey chain	48.30	
	6 Pins and cotters for #1114 chain	1.50	
	6 Rollers for #1114 chain	3.60	
	6 Thimbles for #1114 chain	1.20	
	12 Offset bars for #1114 chain	3.00	70.37
July 11	Invoice #3528, stage to Umatilla		
	2 #6710 (halves)	11.60	
	Special trip to stage	.50	12.10
July 14	Invoice #3600, mailed to Umatilla		
	3 X2163 linings for Lorain 75	29.70	
	Postage	.45	30.15
July 11	Invoice #3785, expressed to Umatilla		
	1 B477 thrust button collar	.35	
	1 B481 shim	.05	
1 X1788 crowd friction crank		12.25	
1 #2878 bushing		2.85	
	Postage	.57	16.07
July 21	Invoice #3824, auto truck to Umatilla		
	12 pins for 5" silent chain	1.20	
	4 #141318 Dipper teeth	22.00	23.20
1931	Carried forward		851.71
	Forwarded		851.71
July 20	Invoice #3799, called for		
	6 colly springs for tool sharpener	6.00	6.00
July 29	Invoice #3905		
	Rental 10' Winner Grader 7/29 to 8/29/31		75.00
July 11	Invoice #3905,		
	Rental of Tool Sharperner 7/11/31 to 8/11/31		100.00
July 24	Invoice #3940		
	Telegram charges Umatilla to Portland		1.10
July 18	Invoice #3742, auto truck to Umatilla		
	1 X9310 booster band cpt.	15.95	
	1 X3454 crowd lining	8.75	
	1 X1114 Jeffrey chain	33.35	
	1 pc. brake lining 10'	21.95	
	1 lb. rivets for #X9130 band	1.25	
	1 #3575 fan belt	2.70	
	12 XA359 1/4 st. Alemite cup	2.40	
	6 XA693 1/4" 45° cups	2.64	
	6 A371 1/4" 90° cups	2.34	93.33
July 22	Invoice #3880, auto freight to Umatilla		
	1 X3707 ADJ axle screw	9.30	
	1 X4284 friction bank complete	17.95	
	1 X130 elm lining	3.45	

	Telegram collection	.87	31.17
July 24	Invoice #3956, stage to Umatilla		
	4 #9408 piston pins	14.40	
	8 #9408 " pin bush.	12.40	
	4 #9406 " rings	6.60	
	8 #9406A " " plain	7.60	
	4 #9406A " " "	3.80	
	24 washers for 5" silent chain	.30	
	Phone call, collect	1.15	46.25
July 27	Invoice #4013, auto freight to Umatilla		
	1 #142986, AM300 teeth base for Lorain 75	18.00	
	Telegram collect	.48	18.48
July 28	Invoice #4067, auto truck to Umatilla		
	1 #1114 Jeffrey chain, 42 links	48.50	48.50
	Carried Forward		1,271.34
1951	Forwarded		1,271.34
July 29	Invoice #4108, expressed to Umatilla		
	1 #4997 dipper latch plate		14.95
	4 X4501 adjusting bolt	16.00	
	6 7/8 x 3" mach. cap screws	1.35	
	6 1/8 x 3" do.	1.85	
	Telegram collect	1.18	20.38
August 4	Invoice #4255, stage to Umatilla		
	4 #2597 dipper teeth	30.60	
	2 #3575 fan belts	3.90	
	Telegram collect	.66	35.16
August 5	Invoice #4268, stage to Umatilla		
	1 #4461B drive shaft pinion	58.55	
	1 X2954A " " bushing	16.90	75.45
August 12	Invoice #4480, express to Umatilla		
	12 #05471 tread pins	15.00	
	12 #06482 tread pin washers	1.44	
	1 G43692 grease gun nozzle	3.75	
	Telegram to Portland	.48	20.67
July 18	Invoice #3741, stage to Umatilla		
	1 #4461B drive pinion	58.55	
	50 3/4 x 2 C. S. Head rivets	1.20	
	Telephone call to Portland	1.35	
	Special cartage to stage	.75	61.85
July 2	Invoice #3788, mailed to Umatilla		
	6 5/8 x 5 cotter keys	5.10	
	Postage	.25	5.35
July 28	Invoice #4469, mailed to Umatilla		
	1 #956 and #957 shanking dies	51.75	
	6 Dolly pins	34.50	
	Postage	1.18	87.43
	For Sharpening Tool		
August 15	Invoice #4517, mailed to Umatilla		
	12 5" silent chain pins	1.32	
	24 5" " " washers	.24	
	1 lb. rivets for X9185 lining	.50	
	1 lb. " " X130 "	.50	
	Postage	.19	2.75
August 19	Invoice #4602, stage to Umatilla		
	1 X3779 crank shaft	15.55	
	1 X4528A driving disc assembled	28.40	
	1 X3777 pinion	30.60	
	Special trip to stage	.75	
	Telephone to Portland	1.15	76.45
	Carried Forward		1,671.56

1931	Forwarded		1,671.56
Aug. 12	Invoice #4619, to Umatilla 2 Prepaid express charges on shovel parts, as charged on our invoice #4460, dated 8/12/31		.87
Aug. 19	Invoice #46[illegible], mailed to Umatilla 6 1" x 3" machine bolts with lock washers and hex nuts	1.98	
	6 7/8 x 3 do	.80	
	Postage	.45	3.23
Aug. 25	Invoice #4721, mailed to Umatilla 1 #370 piston complete	22.00	
	2 #619 pawl springs	.50	
	Postage	.21	22.71
	For C. P. 10 Sinker Drill		
Aug. 29	Invoice #4750, Rent on 10' Winner Grader August 20th to September 29, 1931		75.00
Aug. 11	Invoice #4751, Rent on I. R. Tool Sharpener 8/11/31 to 9/11/31		100.00
Sept. 11	Invoice #5010 Rent on I.R.Tool Sharpener 9/11/31 to 10/11/31		100.00
Sept. 20	Invoice #5159, stage to Hermiston 1 #4461B drive pinion	58.55	
	Special cartage to stage	1.00	59.55
Sept. 20	Invoice #5288 Rental on 10' Winner Grader 9/29/31 to 10/29/31		75.00
Oct. 11	Invoice #5518 Rental on I. R. Tool Sharpener 10/11/31 to 11/11/ 31		100.00
			$ 2,207.92

Endorsed: File No. 1074
Filed December 21, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Feenaughty Machinery Company for equipment and rental furnished in the sum of $2,207.92 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla Sand Section of the Oregon State Highway in Umatilla County, Oregon, with the original notice filed in the office of the Secretary of State on December 21, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of December, A. D. 1931.

Hal E. Hoss
Secretary of State

COPY

NOTICE OF CLAIM

TO: THE STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned, UNION OIL COMPANY OF CALIFORNIA, has a claim for gasoline, lubricating oil, and other petroleum products, in the sum of Eight Thousand Nine and 94/100 ($8,009.94) Dollars, against the bond taken from O. D. WOLFE, as principal, and the METROPOLITAN CASUALTY INSURANCE COMPANY, as surety, for the work of Job No. 1293 of the State of Oregon, State Highway Commission, for the construction of the West Unit of the of the Umatilla Sand Station Section of the Columbia River Highway, in Umatilla County.

UNION OIL COMPANY OF CALIFORNIA,
a corporation,

BY FRANK E. LEE
General Credit Manager

STATE OF CALIFORNIA }
} SS
COUNTY OF LOS ANGELES}

FRANK E. LEE, of lawful age, being first duly sworn, deposes and says: That he is General Credit Manager of the UNION OIL COMPANY OF CALIFORNIA, a corporation, and as such General Credit Manager, is duly authorized to make this affidavit for and on behalf of the said Corporation; that he has read the aforegoing Notice of Claim and knows the contents thereof, and that the same are true of his own knowledge and contain a correct statement of the amount due from the said O. D. WOLFE, contractor.

FRANK E. LEE

SUBSCRIBED AND SWORN to before me
this 22nd day of December, A. D., 1931.

(SEAL)
E. M. RELYEA
Notary Public
in and for the county of Los Angeles, State of California
My Commission Expires July 29, 1934.

Endorsed: File No. 1080
Filed December 31, 1931
HAL E. HOSS,
Secretary of State.

Portland, Oregon,
December 30, 1931.

Secretary of State,
Salem, Oregon.

Metropolitan Casualty Insurance Co.,
609 Wilcox Building,
Portland, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Axel Newman, has a claim for wages in the sum of $18.00 against the bond taken by O. D. Wolfe as principal, and the Metropolitan Casualty Insurance Company, as surety, for work, labor and services performed as a laborer, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 12th and August 30th, 1931, on state highway near Umatilla, Oregon.

Very truly yours,

AXEL NEWMAN

Endorsed: File No. 1081
Filed January 5, 1932
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Axel Newman for labor performed in the sum of $18.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on state highway near Umatilla, Oregon, with the original notice filed in the office of the Secretary of State on January 5, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 5th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon
16 January 1932

To STATE OF OREGON,
HAL HOSS, Secretary of State,
STATE HIGHWAY COMMISSION OF OREGON,
O D WOLFE and
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK
a corporation

NOTICE IS HEREBY GIVEN, that the undersigned, CONCRETE PIPE COMPANY, a corporation duly organised and existing under and by virtue of the laws of the State of Oregon, has a claim for materials and supplies furnished, consisting principally of concrete pipe, labor and other materials in the sum of $4252.40 furnished between the first day of March, 1931 and the 19th day of September, 1931, both dates inclusive, together with interest from the 19th day of September, 1931, against the bond of O D Wolfe as principal, and The Metropolitan Casualty Insurance Company of New York as surety, for the work of the principal in connection with the construction of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, State Highway Contract No. 1293.

CONCRETE PIPE COMPANY

By C. L. GRUTZE
Vice President

Endorsed: File No. 1087
Filed January 19, 1932
HAL E. HOSS,
Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Concrete Pipe Company for materials furnished in the sum of $4252.40, together with interest thereon from September 19, 1931, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

MATERIALMAN'S CLAIM

Project No. 1375......... Contract No. 1293

To the State of Oregon and the Secretary of State:

Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to wit: explosives and explosive supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $6100.98, together with interest thereon at 6% per annum from the due date (30 days after delivery) of the several items of the said claim until paid, against the bond of O. D. Wolfe, original contractor and principal, (now deceased), and the Metropolitan Casualty Insurance Company of New York, surety, for the work designated as Project No. 1375, Contract No. 1293, and known as the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said materials were purchased for and used upon said contract by O. D. Wolfe and the aforesaid sum represents the unpaid balance therefor. Said contract was completed and accepted on September 23, 1931.

Dated this 15th day of January, 1932.

OREGON POWDER COMPANY
J. A. DENN
BY J. A. DENN
President

State of Oregon }
} ss
County of Multnomah)

I, J. A. Denn, being first duly sworn, depose and say that I am the president of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

J. A. Denn
J. A. DENN

Subscribed and sworn to this 15th day of January, 1932.

(SEAL)

FRED W. PACKWOOD
Notary Public for Oregon
My Comm. expires Nov. 22, 1932

Endorsed: File No. 1085
Filed January 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, **Secretary of State** of the **State of Oregon**, and **Custodian of the Seal of said State, do hereby certify:**

That I have carefully compared the annexed copy of notice of claim by Oregon Powder Company for materials furnished in the sum of $6100.98, together with interest thereon at 6% per annum, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway Contract No. 1293, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

COPY

To the Secretary of The State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, W. E. Kennedy has a claim for concrete construction in the sum of $31X.20 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Co., of New York, surety. for the work of constructing the Umatilla Sand section of Columbia Highway contract No. 1295.

W. E. KENNEDY

Dated at Umatilla, Oregon,

Jan., 28, 1932

Endorsed: File No. 1098
Filed February 5, 1932
HAL E. HOSS,
Secretary of State.

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that J. G. Pearson, as the sole proprietor of the Black & White Garage of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $96.00 against the bond taken from O. D. Wolfe, as principal, and The Metropolitan Casualty Insurance Company of New York, as surety, for the sum of $50,000, to secure the full and faithful observance by the said O. D. Wolfe of all the terms, conditions and provisions of that certain contract made and entered into by the said O. D. Wolfe and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the West Unit of the Umatilla-Sand Section in Umatilla County, on the Columbia River Highway, and which said contract is numbered 1293.

That hereto attached marked Exhibit A, and by reference in all of its parts made a part hereof is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 1st day of Febry, 1932.

J. G. PEARSON
As sole proprietor of Black & White Garage

Subscribed and sworn to before me this 1st day of Febry, 1932.

H. J. WARNER
Notary Public for Oregon
My commission expires: Jan. 13, 1935

(SEAL)

* * * * * * * * * * * * * * * *

EXHIBIT A

O. D. WOLFE

To

BLACK & WHITE GARAGE

1931			
Aug.	4	Oxygen & material 3.25 labor 4 hr. at $1.25	8.25
	3	Oxygen & material .75 labor .95	1.70
	2	Labor to fit piston pin & bushing and weld spring leaves - 2 hrs. at 1.25	2.50
		Oxygen & material	.25
	6	Oxygen & Material .65 labor .45	1.10
	10	2-½" nuts	.04
		4 type E plugs	3.00
		2 springs .20 2 hose clamps .20	.40
	12	4 AC plugs 3.00 12 Zerk fittings 1.20	4.20
	13	2-30x5½ tubes	2.50
	16	Oxygen & Material 2.10 welding oil pan on White Truck 3.15	5.25
	15	Reface valves	.85
	13	Oxygen & Material .55 labor.95	1.50
	10	Labor to make wrench	.65
	12	Labor on oil pan .65 oxygen & material .45 solder .10	1.20
	9	Oxygen & material 5.65 labor welding pan on White & Ford tail gate 5.00	10.65
	7	Shafting .25 Labor 1.80	2.05
	18	1 tin repair .75 1-6 in. boot .75	1.50
	19	gasket cement	.25
	19	1 gallon gas	.22
	20	Tire change & valve stem	1.50
	22	Express	.72
	24	1 # 2 boot .35 tube repair .40	.75
	24	1 can Valve grinding compound	.35

	27	2 ½ bolts & nuts	.38	
	24	Labor on valves	.65	
	21	4-211 pistons at 4.15	16.60	
	21	4 piston finish .60	2.40	
		4 piston pins at .95	3.80	
		4 busings at .40	1.60	
		8 piston rings at .30	2.40	
		4 oil rings at .60	2.40	
		labor 9.35 at $1.25	12.00	
	28	4 coil points .60 Ford battery 7.85	8.45	
		17 nuts .20 6 hack saw blades 2.10	2.30	
	29	2 tire changes 1.50 1 tire boot .35	1.85	
	29	1 tire change	1.00	
	29	12 gal. gas	2.64	
	28	Oxygen & material 2.85 Car to camp 1.50 labor 4.40	8.75	
	30	13-½ x 1½ bolts	1.56	
		13 ½ in nuts	.48	
		13 ½" lock washers	.15	
1931	19	Oxygen & Material .60 gasket material .50 6 qts. Hyvis oil 2.10 labor 1.90	5.10	
Aug.	25	13-½ x 1½ bolts & nuts 1.56 Oxygen & material 1.95 Iron 1.25	4.76	
		Labor	1.60	
Sep.	1	1 tire change	.50	
	3	3 tire changes 3.00 1 # 3 boot .45	3.45	
	3	2 # 2 boots .70 1 4½ boot .40	1.10	
	1	Oxygen & material 1.85 car 18 mi. 2.00 labor welding tank 4.10	7.95	
	5	6-3/8 x 3/4 cap screws	.30	
		6-3/8 x 1 cap screws	.42	
	7	Turn crank shaft-labor	6.00	
	2	12 piston rings 3.00 labor 6.15	9.15	
	8	Car to camp 2.00 Oxygen & material 3.95 labor3.75	9.70	
	9	11 lbs. white rages	1.65	
	11	Telephone call	.25	
	12	Freight on block	.75	
	12	2½ in x 4 bolts & nuts	.44	
		2-7/16 x 4 " "	.34	
		tire change	.75	
		Labor on thrust collar	.95	
	17	6 AC plugs 4.50 tire change .50	5.00	
	17	1-550 x 19 tube	2.60	
	18	Tire boot & tire change	2.00	
		6 AC plugs	4.50	
	19	4 AC plugs 3.00 2 cans stopleak 1.50	4.50	
		12-5/16 washers .15 12-3/8 washers .15	.30	
		12-7/16 washers .25 12-1/2 in. Washers .25	.50	
		12-5/8 washers .36 12-3/4 washers .60	.96	
		6-3/8 x1½ bolts .42 6-3/8 nuts .10	.52	
		6 AC plugs	4.50	
	22	2 batteries at 7.85	15.70	
		Battery rental	1.00	
	23	1 battery	7.85	
	23	Door glass put in	6.25	
	24	Frt. on empty tanks	1.25	
	23	30 lbs. iron at .08 2.40 1-3/4 x 3 cap screw & nut .35 4-7/16 x 4 cap screws & nuts .68 2-½ x 2 cap screws & nuts .28 Labor making trailer hitch & bumper bracket 8.75	12.46	
	15	Labor on tappets	.95	
	19	2-½ x 2½ bolts .30 1-3/8 x 2½ bolt .10 labor 3.45	3.85	
	21	Oxygen & material 1.55 labor 1.90	3.45	
	21	Oxygen & material .35 labor 145	.80	
		Total	$253.77	
Oct.	10	Paid on account		157.77
		Balance due	$ 96.00	

Endorsed: File No. 1099
Filed February 3, 1932
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. G. Pearson for labor and materials furnished in the sum of $96.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on February 3, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 1932.

Hal E. Hoss

Secretary of State

United States of America

STATE OF OREGON

NOTICE OF CLAIM

TO: SECRETARY OF STATE
STATE OF OREGON, and

OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, A. J. MANIGER, has a claim against O. D. WOLFE and METROPOLITAN CASUALTY INSURANCE COMPANY, in the sum of one Hundred Fifty ($150.00) Dollars, for labor performed by him as time keeper and bookkeeper for the said O. D. Wolfe in connection with the construction by the said O. D. Wolfe of the West Unit of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, under State Highway Contract No. 1293; that the said amount is just due and owing, and there are no just counter-claims or offsets thereto.

Kindly file the said claim against the bond taken from the said O. D. Wolfe and The Metropolitan Casualty Insurance Company, running to the State of Oregon, in connection with the said contract.

A. J. MANIGER
Claimant.

Endorsed: File No. 2005
Filed February 9, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. J. Haniger for labor performed in the sum of $150.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on February 9, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 9th day of February, A. D. 19 32

Hal E Hoss

Secretary of State

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE,
State of Oregon, and
STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, W. B. Kidd, has a claim against O. D. Wolfe, and the bond taken from the said O. D. Wolfe and Metropolitan Casualty Insurance Company of New York, in connection with State Highway Contract No. 1293, for grading and surfacing the West Unit of the Umatilla Sand StationSection of the Oregon State Highway, Umatilla County, Oregon; that said claim is for labor performed as stationman between stations No. 97 and No. 137; that there is justly due and owing to the claimant the sum of $208.00, over and above all just credits and offsets, in which amount claimant makes claim.

W. B. KIDD
Claimant

Endorsed: File No. 2005
Filed February 11, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, **Secretary of State** of the **State of Oregon**, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by W. B. Kidd for labor performed in the amount of $208.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Oregon State Highway in Umatilla County, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on February 11, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 11th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

COPY

STATE OF OREGON)
) ss
County of Multnomah)

I, J. H. Greene, being first duly sworn, depose and say that notice is hereby given that the undersigned, A. C. Haag & Co., Inc., a corporation, has a claim for materials, supplies and repairs to machinery furnished to O. D. Wolfe, and which were used by the said O. D. Wolfe in and while completing that certain contract between the State of Oregon Highway Commission and O. D. Wolfe, known as Contract No. 1293, Project No. 1375, for the improvement of the Columbia River Highway in Umatilla County, Umatilla-Sand Station Section, West Unit 6.41 Mi. Grading; that the amount of the claim of A. C. Haag & Co., Inc., for the furnishing of the aforesaid materials and supplies is and was $144.20, and the sum of $144.20 is now due and payable; that there are no off-sets to said claim. Notice is hereby given that the undersigned has a claim against O. D. Wolfe, as principal, and the Metropolitan Casualty Insurance Company Of New York, the surety on the bond given to guarantee the contract on the above-described work and project.

Dated this 26th day of February, 1932.

A. C. HAAG & CO. INC.

By J. H. GREENE
Mgr.

STATE OF OREGON)
) ss
County of Multnomah)

BE IT REMEMBERED, that before me the undersigned a notary public in and for the state and county aforesaid appeared J. H. Greene, who being first duly sworn did depose and say that he was and is the manager of the A. C. Haag & Co. Inc., that he signed the foregoing claim and that the same is true as in words and figures therein set forth.

Dated this 26th day of February, 1932.

J. H. GREENE
Mgr.

Subscribed and sworn to before me this 26th day of February, 1932.

(SEAL)

E. L. WILSON
Notary Public for Oregon
My Commission expires July 6, 1932

Endorsed: File No. 2017
Filed February 29, 1932
HAL E. HOSS,
Secretary of State.

COPY

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE
STATE OF OREGON, and to

THE STATE HIGHWAY COMMISSION,
Salem, Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, has a claim against the bond taken from O. D. Wolfe as principal, and the Metropolitan Casualty Insurance Company of New York as surety, to secure the performance of the contract of O. D. Wolfe for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, under State Highway Contract number 1293, said claim being in the sum of Twelve Hundred Seventy-eight and 58/100 ($1278.58) Dollars; the said claim is for materials and supplies consisting of petroleum products furnished to Kelly Bros., a sub-contractor under the said O. D. Wolfe, which said material and supplies were entirely consumed in the performance of the said contract.

DATED at Walla Walla, Washington, this 29th day of February, 1932.

STANDARD OIL COMPANY OF CALIFORNIA

By R. T. VIVIAN
District Sales Manager

Endorsed: File No. 2019
Filed March 1, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

Portland, Oregon, April 9, 1932

To STATE OF OREGON
HAL HOSS, Secretary of State
STATE HIGHWAY COMMISSION OF OREGON
O D WOLFE and
THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK.
a corporation

NOTICE IS HEREBY GIVEN, that the undersigned, CONRAD BESEL, 209 East 82d Street North, Portland, Oregon, has a claim for labor in the amount of $220.00 and for extra labor in the amount of $60.00, making a total of $280.00 for labor furnished between May 1, 1931 and August 1, 1931, together with interest from the 1st day of September, 1931, against O D. Wolfe as principal and the Metropolitan Casualty and Insurance Company of New York as surety, in connection with the work of the principal in the construction of the Umatilla-Sand Point Section of the Columbia River Highway in Umatilla County, Oregon, State Highway Contract No. 1295.

That on account of said claim there has been paid a total of $189.10, leaving a balance of $90.90 with interest from the aforesaid 1st day of September, 1931.

CONRAD BESEL

Endorsed: File No. 2037
Filed April 11, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, **Secretary of State** of the **State of Oregon**, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Conrad Besel for labor furnished in the sum of $90.90 together with interest thereon from September 1, 1931, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty and Insurance Company of New York, surety, for work on the Umatilla-Sand Point Section of the Columbia River Highway, State Highway contract No. 1293, with the original notice filed in the office of the Secretary of State on April 11, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 11th day of April, A. D. 1932.

Hal E Hoss

Secretary of State

37

J. H. RALEY
J. R RALEY
H. J WARNER

JOHN F. KILKENNY
ALFRED F CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON ORE.

August
11
1932

167A

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Gentlemen: Re: Contract No. 1293-Project No. 1375
O. D. Wolfe

We are returning herewith certified contract in the above matter and invite your attention to the certificate just inside the cover.

We would appreciate it if you will execute a new certificate which is amended to include the words "in my official custody and", by inserting the same immediately after the words "with the original contract and bond" appearing in line 7 of the certificate as it is now written.

We anticipate using the copy so certified in evidence in a pending proceeding on the surety bond and are of the opinion that this amendment must be made to your certificate before the certified copy can be used by us in evidence, if its admissibility is challenged.

Incidentally we find no direct statutory authority for the office of Secretary to the Oregon State Highway Commission, nor for its use of a department seal.

We have no disposition to challenge the legality of creating the office of Secretary or the use of the seal, but would be interested to know whether this rests on some specific statutory provision or is an incident to the general powers of the Commission.

Yours truly,

RALEY, RALEY & WARNER

By

#1293

PR 167A
West Unit

April 13, 1932

Mr. Hal E. Hoss,
Secretary of State, [illegible]
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of April 11, enclosing certified copies of notice of claim filed by Conrad Basel against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are today forwarding copies of the notice to the contractor and his surety, as suggested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

April 13, 1932.

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim which was filed in the Secretary of State's office by Stephen W. Matthieu, Portland attorney, in behalf of Conrad Bessel, against O. D. Wolfe in connection with State Highway Contract No. 1295 - grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Said claim is in the sum of $90.90 and is for labor performed.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc O. D. Wolfe Estate,
Washougal, Wn.

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
APR 13 1932
COMMISSION

April 11, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Conrad Besel for labor furnished in the sum of $90.90 together with interest thereon from September 1, 1931, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty & Insurance Company of New York, surety, for work on the Umatilla-Sand Point Section of the Columbia River Highway, State Highway contract No. 1293.

We are enclosing herewith a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss
Secretary of State.

HM

#1293

PR167a

File

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

9 April 1932

Mr Hal Hoss, Secretary of State
Salem, Oregon

✓ State High Commission of Oregon
Salem, Oregon

Gentlemen:

I herewith enclose on behalf of Conrad Beser a claim against the contractor and his surety in connection with the Contract of the Umatilla Sand Point Section of the Columbia River Highway, in Umatilla County, Oregon. This is sent you for filing.

Yours truly

Stephen W Matthieu
STEPHEN W MATTHIEU
K

ENC
SWM-k

WILLIAM ALLEN WIEST
ATTORNEY AT LAW
PORTLAND, OREGON

PF 1679
[illegible] Unit

April 8, 1932

Mr. H. B. Glaisyer, Sec'y,
State Highway Commission,
Salem, Oregon.

Dear Sir:

I received today the certified copy of State Highway contract No. 1293, with your letter of April 7, for which I thank you.

As requested, I enclose affidavit of C. D. Kelly, which I trust will meet with your requirements.

Yours very truly,

W A Wiest
Attorney

Encl
WAW:ET

PR 1679
West Unit

April 7, 1932

Mr. William Allen Wiest,
Attorney at Law,
Portland, Oregon.

Dear Sir:

In response to your request of April 5, we are pleased to hand you herewith certified copy of State Highway Contract No. 1293, which was awarded to O. B. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The bond which was furnished in connection with this contract is shown on page 100.

Chapter 280 of the Oregon Laws for 1931 provides that an affidavit must be submitted with the application for certified copy of contract. We are sending you the copy, however, as you appear to be in a hurry for it. Nevertheless, we will expect you to file the required affidavit with us during the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

WILLIAM ALLEN WIEST
ATTORNEY AT LAW
PORTLAND, OREGON

1208 Porter Building.

April 5, 1932.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

RE: Contract #1293,- O.D.Wolfe.

On behalf of my clients,- Kelley Bros.,- I am asking if I may have a certified copy of the above captioned contract,- and particularly a copy of the surety bond given to the State by O. D. Wolfe as principal and The Metropolitan Casualty Insurance Company as surety.

If I may have same at your early convenience, I shall be grateful.

Yours very truly,

W A Wiest
Attorney for Kelley Bros.

W:A

#1293

PVR 167a

West Unit

March 24, 1932

Mr. John Lichty,
Attorney at Law,
507 Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 23, in which you enclose receipt and release executed by E. B. Thomas acknowledging payment in full of his claim against the bond taken from O. D. Wolfe and Metropolitan Casualty Insurance Company of New York, in connection with State Highway Contract No. 1293, awarded to O. D. Wolfe in 1931 for the grading of the West Unit of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County.

The release is being placed on file, as requested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

RECEIVED
MAR [illegible]

March 24, 1932

Mr. N. B. Thomas,
℅ B. A. Green,
Attorney at Law,
Corbett Building,
Portland, Oregon.

Dear Sir:

This is to inform you that we have today received through John Lichty, attorney at law, your receipt and release in which you acknowledge full and complete satisfaction of any and all claims which you may have for labor performed for O. D. Wolfe in connection with the contract that was awarded to him for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

We are placing your receipt on file for our reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

JOHN LICHTY
ATTORNEY AT LAW
807 FAILING BUILDING
PORTLAND, OREGON

March 23, 1932

RECEIVED
MAR 24 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Department
Salem, Oregon

Re: O. D. Wolfe
Contract #1293

Gentlemen:

I enclose herewith receipt and release executed by N. B. Thomas acknowledging payment in full of his claim against the bond taken from O. D. Wolfe and Metropolitan Casualty Insurance Company of New York.

Will you please file the same.

Very truly yours,

John Lichty

John Lichty.

L:A
Enc.

#1293
Umatilla Co

PR167a
West Unit

March 4, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 1, enclosing copies of notice of claim filed by Standard Oil Company of California against O. D. Wolfe who was awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being in the sum of $1272.58 for petroleum products furnished to Kelly Bros., subcontractors under O. D. Wolfe.

As suggested by you, we are today forwarding copies of the notice to the original contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

March 4, 1932

Metropolitan Casualty Ins. Co.,
Tate, Westenfelder & Berg, Inc. Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed with the Secretary of State by Standard Oil Company of California against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Bend Station Section of the Columbia River Highway in Umatilla County. The claim is in the sum of $1270.68 and is for petroleum products furnished to Kelly Brothers, subcontractors under Mr. Wolfe.

This information is furnished you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc O. D. Wolfe Estate
Washougal, Wn.

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

March 1, 1932

RECEIVED
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Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Standard Oil Company of California for petroleum products furnished in the sum of $1278.58 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293

PR.167A
West Unit

March 2, 1933

Mr. W. B. Kidd,
% Robert Clapperton,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

This is to notify you that we have today received through John Lichty, attorney of Portland, your Receipt and Release, in which you acknowledge receipt of payment in full of your claim against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC Executor of O. D.
Wolfe Estate,
Washougal, Wn.

March 2, 1932

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

We are in receipt of your letter of March 1, enclosing receipt and release executed by W. B. Kidd in favor of O. D. Wolfe, in which he acknowledges payment in full of his claim against the project, designated as State Highway Contract No. 1298.

Said release is being placed on file, as requested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

JOHN LICHTY
ATTORNEY AT LAW
807 FAILING BUILDING
PORTLAND, OREGON

March 1, 1932

RECEIVED
[illegible] 32

State Highway Depa[illegible]ent
Salem, Oregon

Re: O. D. Wolfe - Contract 1293

Gentlemen:

I enclose herein receipt and release executed by W. B. Kidd acknowledging receipt of payment in full of his claim against the above bond taken from O. D. Wolfe and my client, Metropolitan Casualty Insurance Company of New York.

Will you please file the same.

Very truly yours,

John Lichty

John Lichty.

[illegible]

L:A
Enc.

Release handed To [illegible] 3-2-32

#1293

PR 1679
West Unit

March 2, 1932

Metropolitan Casualty Ins. Co.,
Tate, Westenfelder & Berg, Inc.
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith notice of claim that was filed by C. C. Hall, Portland attorney, for A. G. Haag & Co., against O. D. Wolfe, who was awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293. Said claim is for $144.20, for materials, supplies and repairs to machinery furnished to said contractor.

This information is given you since you appear as surety on the bond furnished by Mr. Wolfe in connection with his contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Estate of O. D. Wolfe,
Washougal, Wn.

March 2, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 29th ult., enclosing copies of notice of claim filed by A. C. Haug & Co., against O. D. Wolfe, who was awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being in the sum of $144.20, for repairs, materials and supplies furnished to Mr. Wolfe.

Copies of the notice are being sent to the Executor of the Estate of O. D. Wolfe, and to the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 1932

February 29, 1932

Oregon State Highway Commission
State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise that we received from Mr. C. C. Hall, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by A. C. Haag & Co. Inc. for materials furnished in the sum of $144.20 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, Contract No. 1295.

We are enclosing a copy of this notice of claim for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293

PR 167a
West Unit

March 1, 1922

Mr. Albert C. Pounder,
Corbett,
Oregon.

Dear Sir:

This is to inform you that we have today received through John Lichty, Attorney at Law, Portland, your receipt and release in which you acknowledge that your claim, in the sum of $218.38, against Kelly Bros., subcontractors under O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway, has been paid in full.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

[illegible]

cc Estate of O. D. Wolfe
Washougal, Wn.

March 1, 1932

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

We are in receipt of your letter of the 29th ult., enclosing receipt and release signed by Albert C. Pounder, in which he acknowledges that his claim, in the sum of $218.80, against O. D. Wolfe, has been paid in full.

Said release is being placed on file, as suggested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

JOHN LICHTY
ATTORNEY AT LAW
507 FAILING BUILDING
PORTLAND, OREGON

RECEIVED
MAR 1 1932
OREGON

February 29, 1932

State Highway Department
Salem, Oregon

Re: O. D. Wolfe - Contract 1293

Gentlemen:

I enclose herewith receipt and release executed by A. C. Pounder acknowledging receipt of payment in full of his claim against the bond taken from O. D. Wolfe and my client, Metropolitan Casualty Insurance Company of New York.

Will you kindly file the same.

Yours very truly,

John Lichty

John Lichty.

L:A
Enc.

Release handed to Le Savage
3-2-32

#1293

PP167a
Test Unit

March 1, 1932

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 29th ult., enclosing receipt and release of Galen C. Fancher, in which he acknowledges that his claim, in the sum of $60.06, against O. D. Wolfe, has been paid in full.

The release is being filed, as suggested by you.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

JOHN LICHTY
ATTORNEY AT LAW
507 FAILING BUILDING
PORTLAND, OREGON

February 29, 1932

RECEIVED
MAR 1 1932

State Highway Department
Salem, Oregon

Re: O. D. Wolfe - Contract 1293

Gentlemen:

I enclose herewith receipt and release executed by Galen C. Fancher acknowledging payment in full of his claim against the bond taken from O. D. Wolfe and my client, Metropolitan Casualty Insurance Company of New York.

Will you kindly file the same.

Yours very truly,

John Lichty

John Lichty.

JL:A
Enc.

Copies of releases handed to
De Souza - 3-2-32

#1293
Uma. Co

PR 1679
West Unit

February 25, 1922

Mr. Lester J. Gill,
Brightwood,
Oregon.

Dear Sir:

This is to inform you that we have today received through John Lichty, attorney of Portland, your release acknowledging payment of $815.95 in connection with your claim against the bond taken from O. D. Wolfe and the Metropolitan Casualty Insurance Company in connection with the contract awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

February 25, 1932

Administrator of O. D.
Wolfe Estate,
Washougal, Washington.

Dear Sir:

This is to inform you that we have today received through John Lichty, attorney of Portland, receipt and release of Lester J. Gill acknowledging payment of $615.95 in satisfaction of his claim against the bond taken from O. D. Wolfe and the Metropolitan Casualty Insurance Company in connection with the contract awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 25, 1932

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 24th instant, enclosing receipt and release of Lester J. Gill acknowledging payment of $813.95 in satisfaction of his claim against the bond taken from C. D. Wolfe and the Metropolitan Casualty Insurance Company in connection with the contract awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1295.

We wish to thank you for this information and advise you that we are correcting our records accordingly.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

JOHN LICHTY
ATTORNEY AT LAW
507 FAILING BUILDING
PORTLAND, OREGON

February 24, 1932

RECEIVED
FEB 25 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Department
Salem, Oregon

Gentlemen: Re: O. D. Wolfe - Contract #1293

I enclose herewith receipt and release of Lester J. Gill acknowledging payment of $813.95 in satisfaction of his claim against the bond taken from O. D. Wolfe and my client, Metropolitan Casualty Insurance Company.

Will you kindly file the same.

Yours very truly,

John Lichty

John Lichty.

JL:A
Enc.

Release handed to J.S.V. Le Sauer G/
2-26-32

#1793

PR167a
West Unit

February 15, 19[illegible]

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc. Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed by Robert Clapperton, Portland attorney, for E. B. Kidd against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the west unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $800.00 and is for labor performed on the above described project.

This information is given you as you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Executrix of O. D. Wolfe
Estate, Washougal, Wn.

February 13, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 11, enclosing copies of notice of claim filed by W. B. Kidd against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the west unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of said notice are being sent today to the executrix of the O. D. Wolfe estate, and the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 12 1932
OREGON
STATE HIGHWAY COMMISSION

February 11, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Robert Clapperton, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by W. B. Kidd for labor performed in the sum of $208.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Oregon State Highway in Umatilla County, state highway contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293

PR 167a
West Unit

February 10, 1922

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by A. J. Heniger with the Secretary of State against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The claim is for labor performed, and is in the sum of $150.00.

This notice is given you as you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Executrix of O. D. Wolfe
Estate,
Washougal, Wn.

RECEIVED
FEB 1 1932
OREGON
STATE HIGHWAY COMMISSION

February 10, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the ninth instant, enclosing copies of notice of claim filed by A. J. Haniger against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County--State Highway Contract No. 1293.

Copies of said notice are being sent to the contractor, and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
FEB 10 1932
OREGON
STATE HIGHWAY COMMISSION

February 9, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by A. J. Haniger for labor performed in the sum of $150.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract #1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

#1293

PP 167a
West Unit

February 10, 1932

Mr. John Lichty,
Attorney at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of February 9, enclosing release of the Balzer Machinery Company in connection with its claim filed heretofore against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We thank you for this information.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

Release Handed to
De Souza 11-15-32

JOHN LICHTY
ATTORNEY AT LAW
507 FAILING BUILDING
PORTLAND, OREGON

February 9, 1932

RECEIVED
FEB 10 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Devers

Re: O. D. Wolfe - Contract No. 1293

Gentlemen:

This is to advise you that I have today paid the Balzer Machinery Company the sum of $2000.00 in full satisfaction of its claim against the bond of the Metropolitan Casualty Insurance Company, given in connection with the above contract, and I enclose herewith original receipt and release executed by Mr. Balzer as manager of that company.

This to further substantiate our claim to subrogation to the unpaid contract installment now held by the state.

Yours very truly,

John Lichty

John Lichty.

JL:A
Enc.

#1293

PR 1679
West Unit

February 9, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We wish to acknowledge receipt of your letter of February 3, enclosing copies of notice of claim filed by J. G. Pearson, proprietor of Black & White Garage, against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of the notice are being today forwarded to the Executrix of the Estate of O. D. Wolfe, deceased, and to the surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

February 8, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed by Raley, Raley & Warner, attorneys of Pendleton, for J. G. Pearson against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $96.00 and is for labor and materials.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

KJ

cc Executrix of O. D.
Wolfe Estate,
Washougal, Wn.

retary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 9 1932
OREGON
STATE [illegible] COMMISSION

February 3, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys at Law, Pendleton, Oregon, and filed as of this date, a notice of claim by J. G. Pearson for labor and materials furnished in the sum of $96.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Section of the Columbia River Highway, State Highway contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293

PR167Ax
West Unit

February 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of February 5, enclosing copies of notice of claim that was filed in your office by W. E. Kennedy against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of said notice are being forwarded to the Executrix of the Estate of O. D. Wolfe, deceased, and to the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

February 6, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc. Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

For your information we hand you herewith copy of notice of claim that was filed with the Secretary of State on February 5, by W. E. Kennedy against O. D. Wolfe. The amount of the claim is $313.20 and is for materials furnished in connection with State Highway Contract No. 1293, that was awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Executrix of O.
D. Wolfe Estate,
Washougal, Wn.

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
FEB [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

February 5, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by W. E. Kennedy of Hermiston, Oregon, for materials furnished in the sum of $313.20 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Company of New York, surety, for work on the Umatilla Sand section of the Columbia River Highway, State Highway contract No. 1293.

We are enclosing a copy of this notice for your information and files, together with two additional copies one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293

PR 167a

West Unit

February 3, 1932

Raley, Raley & Warner,
Attorneys,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

We are in receipt of your letter of the second instant, enclosing notice of claim of J. O. Pearson, in the sum of $36.00, against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The notice of claim is being filed for our future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

February
2
19 32

RECEIVED
FEB 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: J. G. Pearson v. O. D. Wolfe-
Cont. # 1293

We enclose herewith for filing in behalf of J. G. Pearson, notice of his claim against O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York, his surety.

This is filed pursuant to the terms of Section 67-1101, Oregon Code for 1930, as amended by Chapter 280 of Oregon Laws for 1931.

Yours truly,

RALEY, RALEY & WARNER

By

#1293
Uma. Co.

PR 167a
West Unit

February 2, 1932

Mr. W. E. Kennedy,
Umatilla,
Oregon.

Dear Sir:

We are in receipt of your unsigned notice of claim against O. D. Wolfe in the sum of $313.20 for concrete work, which was done in connection with State Highway Contract No. 1293, awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. This notice is being placed on file for our future reference.

We presume that you have filed a similar notice of claim with the Secretary of State, as required by Chapter 280, Oregon Laws for 1931, a copy of which is attached hereto. If you have not done so, we would suggest that you do this at an early date for the protection of your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1293
Uma. Co

PR1679
West Unit

February 1, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

We are in receipt of your letter of January 29, and affidavit of J. G. Pearson, proprietor of the Black & White Garage.

As requested, you will find attached hereto a certified copy of the contract that was awarded by the State Highway Commission to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County--State Highway Contract No. 1293.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 1, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc. Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have been advised that O. D. Wolfe, to whom the State Highway Commission awarded the contract for the construction of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, is indebted to the Black & White Garage of Hermiston in the sum of $96.00 for labor rendered and materials furnished in connection with this project.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc Executrix of O. D. Wolfe
Estate, Washougal, Wn.

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

January
2 9
19 32

RECEIVED
FEB 1 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Re: Black & White Garage vs. O. D. Wolfe-Highway Cont. # 1293

We enclose herewith in behalf of J. G. Pearson, sole proprietor of Black & White Garage of Hermiston, Oregon, his affidavit respecting his claim against O. D. Wolfe, your contract # 1293, and requesting certified copy of contract and of bond.

Please send these to us at your early convenience.

Yours truly,

RALEY, RALEY & WARNER

By

STATE OF OREGON)
) ss.
UMATILLA COUNTY)

I, J. G. Pearson, being first duly sworn on oath, depose and say:

That I am the owner and sole proprietor of that business known as the Black & White Garage in Hermiston, Oregon; that on or about the 2nd day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for said State with O. D. Wolfe for the grading and surfacing of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, and which contract this affiant is advised is known as No. 1293.

That the work done under said contract has been done under the direction of the State Highway Commission of the State of Oregon; that thereafter, to-wit: on and between the 2nd day of August, 1931, and the 21st day of September, 1931, both dates inclusive, said Black & White Garage, at the special instance and request of said O. D. Wolfe, rendered labor and furnished materials in connection with the said highway under the terms of said contract No. 1293, for which the said O. D. Wolfe promised and agreed to pay on demand; that the value of said services rendered and said materials furnished by said Black & White Garage, as aforesaid, is the sum of [illegible] that no portion of the said amount has been paid except [illegible] of $157.77, and there is now due and owing to the said Black & White Garage the sum of $96.00 over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from the 21st day of September, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bond or bonds given by the said contractor to the State of Oregon to secure the performance of said contract, as required by Section 67-1101, Oregon Code for 1930, as amended by Chapter 280, Oregon Laws for 1931.

BLACK & WHITE GARAGE
By J. G. Pearson
Its Sole Proprietor

Subscribed and sworn to before me this 26th day of January, 1932.

C. N. Norton
Notary Public for Oregon

My Commission expires: Feb 26. 1933.

CONTRACT#1293, 1375,

PR 167-A West Unit, Umatilla-Sand 1931
Station Sec.

1293
1375

Folder # 1

PIS 167a

West Unit

January 29, 1932

Mr. C. C. Hall, Attorney,
Citizens Bank Building,
Portland, Oregon.

Dear Sir: Attention of Mr. E. L. Wilson

Acknowledgment is made of the receipt of your letter of the 28th inst., enclosing the claim of Mac-Marr Stores, Inc., against O. D. Wolfe, same being in the sum of $381.67 for groceries and supplies furnished to Mr. Wolfe in connection with highway construction work in Eastern Oregon.

It is noted in the proof of claim that the groceries and supplies were furnished for use on that certain road job on the John Day Highway, near Ukiah, and you further state that this is state highway contract No. 1293, on the Columbia River Highway in Umatilla County.

The two locations mentioned are widely separated and are not one and the same project. The road project near Ukiah is not a state highway contract, but is one that was awarded to Mr. Wolfe by the Bureau of Public Roads. Also, it is not on the John Day Highway, but is for the construction of a unit of the Pendleton-John Day Highway. Information concerning this project must be secured from the U. S. Bureau of Public Roads, whose offices are in the Post Office Building, Portland, Oregon. Notices of claims, incurred against this project, should be filed with that office. I might state that Ukiah is about 50 miles south of Pendleton, while Umatilla is about 40 miles northwest of Pendleton.

Contract No. 1293 is a State Highway Department Contract, and is for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, starting at the town of Umatilla and extending easterly toward Cold Springs. If the groceries and supplies furnished by the MacMarr Stores, Inc. were used in connection with the work near Ukiah, then the claim is not a just one against State Highway Contract No. 1295, and there will be no necessity of filing a claim in this office. This information is given as it is thought that you may wish to correct your notice.

According to the Oregon statutes, notices of claims against contractors should be filed with the Secretary of State, and not with the State Highway Department, prior to the expiration of a period of six months from the date of completion of the contract. According to our records, Contract No. 1295 was completed on September 25, 1931. If the notice of claim is not filed with the Secretary of State within the specified time limit, the obligation of the bonding company is automatically cancelled.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

E. L. WILSON

C. C. HALL, ATTORNEY
109 CITIZENS BANK BUILDING
114½ GRAND AVENUE
PHONE EAST 6116

PORTLAND, OREGON

RECEIVED
JAN 29 1932
OREGON
STATE HIGHWAY COMMISSION

January 28, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Find enclosed the claim of the MacMarr Stores, Inc., against the O. D. Wolfe job in the sum of $581.87, the same being on project No. 1375, Contract No. 1293.

Will you kindly tell us if this matter can be taken up through your office with the bonding company in this matter and adjusted, or will we have to institute suit on this bond? How much time will we have yet to begin suit against the bonding company if this is necessary?

Very truly yours,

C. C. Hall

By E. L. Wilson

ELW

#1293
Uma. Co

PR167a
West Unit

January 21, 1932

Metropolitan Casualty Ins. Co.,
Tate, Westenfelder & Berg, Inc. Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

For your information we hand you herewith the following copies of notices of claim that were filed in the office of the Secretary of State on January 19, against the bond furnished by O. D. Wolfe in connection with the contract that was awarded to him for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County:

Claim filed by Concrete Pipe Company, in the sum of $4,252.40, for concrete pipe, labor and materials furnished at the request of the contractor.

Claim filed by Oregon Powder Company, in the sum of $6,100.98, for explosives and explosive supplies, sold to Mr. Wolfe.

Claim filed by Albert C. Pounder, in the sum of $218.88, for labor and services performed for Kelly Brothers, subcontractors under O. D. Wolfe.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc Administrator of O. D.
Wolfe Estate, Washougal, Wn.

January 21, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of certified copies of notice of claim, which notice was filed by Oregon Powder Company against the bond furnished by O. D. Wolfe in connection with the contract that was awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for explosives and explosive supplies furnished to Mr. Wolfe.

Copies of said notice are being today sent to the administrator of the O. D. Wolfe Estate and the surety, for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Fred W. Packwood, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Oregon Powder Company for materials furnished in the sum of $6100.98 together with interest thereon at 6% per annum, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

PR167a
West Unit

January 21, 1932

letter to surety
with Oregon Powder
Co claim this
date.

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of certified copies of notice of claim, which notice was filed by Concrete Pipe Company against the bond furnished by O. D. Wolfe in connection with the contract that was awarded to him for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for concrete pipe sold to Mr. Wolfe.

Copies of said notice are being today sent to the administrator of the O. D. Wolfe Estate and the surety, for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Stephen W. Matthieu, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Concrete Pipe Company for labor and materials furnished in the sum of $4252.40 together with interest from September 19, 1931, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

PR1679
West Unit

January 21, 1932

letter to surety
with Ore. Powder Co
Claim this date

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We wish to acknowledge receipt of certified copies of notice of claim, which notice was filed on January 19, by Albert C. Pounder against O. D. Wolfe for labor and services performed on the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, said contract having been awarded to Mr. Wolfe by the State Highway Commission.

Copies of said notice are being today forwarded to the Administrator of the O. D. Wolfe Estate and the surety, for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

…oss
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Albert C. Pounder for labor performed in the sum of $218.88 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

NOTICE OF CLAIM

TO: THE STATE OF OREGON, and
HAL E. HOSS, Secretary of State:

NOTICE IS HEREBY GIVEN that the undersigned claimant, Albert C. Pounder, has a claim for labor and services performed in the sum of Two Hundred Eighteen and 88/100 - Dollars, ($218.88) ----against the bond taken from O. D. Wolfe as principal, and Metropolitan Casualty Insurance Company as surety, for the work of grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293; that the claimant performed the labor and services for the sub-contractor, Kelly Brothers; that the amount of this claim is the amount remaining due the claimant from the said Kelly Brothers, sub-contractor, and O. D. Wolfe, contractor.

Dated this 31st day of December, 1931.

ALBERT C. POUNDER

Corbett, Oregon

Endorsed: Received Jan 5 1932
Oregon State Highway Commission

Endorsed: File No. 1080
Filed January 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Albert C. Pounder for labor performed in the sum of $218.88, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

PR 167a
West Unit

January 21, 1932

Mr. C. C. Hall, Attorney,
Citizens Bank Building,
Portland, Oregon.

Dear Sir:

Reply is made to your inquiry of the 20th inst., concerning claim of A. C. Haag & Company against O. D. Wolfe, which was incurred in connection with State Highway Contract No. 1293 and awarded to Mr. Wolfe by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We have no further information than that given you previously concerning this matter. We are holding the warrant covering the semi-final payment, and will hold the warrant covering the final payment as soon as the voucher has been accepted by Mr. Wolfe's representatives.

In accordance with our usual practice, we notified the bonding company of the existence of the claim, but have not been advised as to whether or not they intend to pay it. A number of claims have been filed against this project and it is our thought that the bonding company will expect to make a full investigation of all before committing themselves, since the contract is somewhat complicated on account of Mr. Wolfe's death.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

E. L. WILSON

C. C. HALL, ATTORNEY
109 CITIZENS BANK BUILDING
114½ GRAND AVENUE
PHONE EAST 6116

PORTLAND, OREGON

January 20th 1932.

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

Please advise me whether any action has been taken on the matter of the claim of A.C. Haag & Co., against O.D. Wolfe under Project No. 1375, Contract No. 1293, also please advise me whether you have had any reaction from the Metropolitan Casualty Company of New York.

Yours very truly,

CC Hall

CCH:NH

#1293
Uma. Co

PI 1670
West Unit

January 19, 1932

Concrete Pipe Company,
189 Thompson,
Portland, Oregon.

Gentlemen:

We wish to acknowledge receipt of your notice of claim against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Rand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is in the sum of $4,252.40 and is for materials and supplies furnished to Mr. Wolfe in connection with the above described project.

Your notice is being placed on file, and in accordance with our usual practice, we are today notifying the Administrator of the Estate of O. D. Wolfe, deceased, and the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 19, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

For your information, we hand you herewith copy of notice of claim received today from Concrete Pipe Company of Portland against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is $4,252.40 and is for materials and supplies furnished to O. D. Wolfe for the construction of the above described project.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

B B 167a
West Unit

January 16, 1932

U. S. Fidelity & Guaranty Co.,
1208 Porter Building,
Portland, Oregon,

Attention of Mr. E. B. [illegible], Superintendent of Claims

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 15th inst., enclosing copies of the following notices of claims against highway contracts:

U. S. Fidelity & Guaranty Company against Portland Sand & Gravel Company, in the sum of $1167.98, being for rental of machinery and equipment used in connection with the contract awarded to Portland Sand & Gravel Company for the construction of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Claim of Albert C. Pounder against Portland Sand & Gravel Company, being for labor and services performed in the sum of $39.60, in connection with the above mentioned project.

Claim of Albert C. Pounder against Kelly Brothers, subcontractors under C. D. Wolfe to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, said claim being in the sum of $218.98.

It is noted that you wish these copies to be substituted for the originals that were previously filed by you in this office, the original of the first above mentioned claim having been filed on December 31, 1931, and the other two on January 5, 1932.

We are pleased to comply with your request, and return herewith the originals of the claims so that you can file them with the Secretary of State in conformance with the provisions of the statutes covering such matters.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AJ

Secretary

C
O
P
Y

UNITED STATES FIDELITY AND GUARANTY COMPANY

C. O. Price, Manager

1208 Porter Building
Portland, Oregon

January 15, 1932

S-1243-Union Construction Co.,
A. C. Pounder

Mr. H. B. Glaisyer,
Sec'y State Highway Commission,
Salem, Oregon.

Dear Sir:

We enclose copy of Notice of Claim against Portland Sand & Gravel Company, the original of which we sent to you a short time ago. We also enclose copies of two Notices of Claims filed on behalf of Albert C. Pounder, the originals of which you have in your files.

Pursuant to conversation you had with our Mr. Nason and Mr. Wiest last Tuesday, will you please file the three original notices with the Secretary of State and send us receipts showing such filing? Or, if you prefer, return the three originals to us so we can file them with the Secretary of State?

Yours very truly,

R. B. Nason, Supt. of Claims

By W. A. Wiest

encls.
WAW
ET

#1293
Uma. Co

PR 167a
West Unit

(see PR 167a
East Unit for
letter to Mr.
Pounder

January 5, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Borg, Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

For your information, we enclose herein copy of affidavit received this morning from Albert C. Pounder relative to his claim against the bond furnished by O. D. Wolfe in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

(2)

A F F I D A V I T

STATE OF OREGON)
: ss
County of Multnomah)

I, Stephen W Matthieu, being first duly sworn, depose and say: That I am attorney for Concrete Pipe Company, an Oregon corporation; that my client has a claim against the bond of O D Wolfe as principal, and/or Metropolitan Casualty Company of New York as surety, given in connection with the contract of the Umatilla Sand Point Section of the Columbia River Highway;

That my client has supplied material used in the construction of said improvement that has not been paid for.

This affidavit is made for the purpose of securing on behalf of my client a copy of the contract and bond against which this claim for material may be made.

Stephen W Matthieu
STEPHEN W MATTHIEU

Subsctribed and sworn to before me this 9th day of January,1932.

Marion King
MARION KING
Notary Public for Oregon

My Commission expires 30 September 1933

#1293

P R 167a
West Unit

January 11, 1932

Mr. Stephen W. Matthieu,
Attorney at Law,
Oregonian Building,
Portland, Oregon.

Dear Sir:

In response to your request of the ninth instant, I am handing you herewith a certified copy of the contract awarded by the State Highway Commission to O. D. Wolfe for the grading of the west unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG
AJ

January 11, 1932

Metropolitan Casualty Ins. Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith for your information copy of affidavit received today from the law offices of Stephen W. Matthieu of Portland relative to the claim of Concrete Pipe Company against the bond furnished by O. D. Wolfe in connection with the contract that was awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

According to our records, you are the surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

STEPHEN W. MATTHIEU
ATTORNEY AT LAW
OREGONIAN BUILDING
PORTLAND, OREGON

9 January 1932

State Highway Commission
Salem
Oregon

Gentlemen:

I herewith enclose an affidavit as a basis for securing from your department a copy of the specifications, contract and bond furnished by O D Wolfe in connection with the construction of the Umatilla Sand Point Section of the Columbia River Highway. I would be very much obliged to you for a copy of the aforementioned.

Thanking you,

Very truly yours

Stephen W Matthieu

SWM-k

ENC

#1293
Uma. Co

PR 167a
West Unit

January 7, 1932

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of the receipt of your letter of January 5, enclosing certified copies of notice of claim filed by Charles H. Kirey, Deputy Commissioner of Labor, for Axel Newman against the bond furnished by O. D. Wolfe in connection with the contract which was awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of the notice are being forwarded to the surety on the bond, and the administrator of the estate of O. D. Wolfe, deceased.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

January 7, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim of Axel Newman, filed in the office of the Secretary of State on January 5, against the bond furnished by O. D. Wolfe in connection with the contract that was awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is $18.00 and is for labor performed at the request of Mr. Wolfe.

You are being notified as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Administrator of O. D.
Wolfe Estate,
Washougal, Wn.

of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JAN 6 1932
OREGON
STATE HIGHWAY COMMISSION

January 5,1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Charles H. Elrey, Deputy Commissioner of Labor, Portland, Oregon, and filed as of this date, a notice of claim by Axel Newman for labor performed in the sum of $18.00 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the state highway near Umatilla, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

#1293
#129
Uma Dr

PR 167A
West Unit

January 6, 1932

Bureau of Labor,
101 Court House,
Portland, Oregon.

Attention of Mr. Charles H. Elroy

Gentlemen:

We have your letter of January 4, in which you enclosed affidavit of Axel Newman relative to his claim of $18.00 for labor performed at the request of O. D. Wolfe in connection with the contract awarded to him by the State Highway Commission.

As requested, we are pleased to hand you herewith a certified copy of State Highway Contract No. 1293, which was awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 6, 1932

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

For your information, we enclose herein copy of affidavit received this morning from the Bureau of Labor, Portland, relative to the claim of Axel Newman against the bond furnished by O. D. Wolfe in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AF

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

OF LABOR

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

STATE OF OREGON
BUREAU OF LABOR
ROOM 101 COURT HOUSE

PORTLAND, OREGON.

January 4, 1932

RECEIVED
JAN 5 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
State House,
Salem, Oregon

Gentlemen:

Enclosed herewith please find affidavit of Axel Newman, who was employed by O. D. Wolfe, now deceased, as a laborer on the state highway project near Umatilla. We are sending you this affidavit in order that you will have notice of the claim and for the purpose of enabling us to apply for certified copy of the contract and bond should we find this necessary.

Yours truly,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/CK

Enc.

ADDRESS ALL COMMUNICATIONS TO THE BUREAU OF LABOR

#1293
Union Co

PR167d
West Unit

January 2, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 31st ult, in which you enclosed copies of notice of claim filed by Union Oil Company of California against the bond furnished by O. D. Wolfe in connection with State Highway Contract No. 1293, - grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of the notice are being forwarded to the administrator of the Estate of O. D. Wolfe, deceased, and Metropolitan Casualty Insurance Co., the surety on the above mentioned bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 2, 1932

Metropolitan Casualty Ins. Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed in the office of the Secretary of State by Union Oil Company of California against the bond furnished by O. D. Wolfe in connection with State Highway Contract No. 1293, which is for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $8,009.94 and is for petroleum products furnished to Mr. Wolfe.

This information is transmitted to you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

retary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JAN 2 1932
OREGON
STATE HIGHWAY COMMISSION

December 31, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, an amended notice of claim by the Union Oil Company of California for materials furnished in the sum of $8,009.94 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1

Uma

FP1479

West Unit

December 23, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by Feenaughty Machinery Company with the Secretary of State against the bond furnished by O. D. Wolfe in connection with State Highway Contract No. 1293, which is for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $2,207.92 and is for rental of equipment and materials used in connection with the above described project.

This information is transmitted to you as you appear as surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Administrator of O. D.
Wolfe Estate,
Vancouver, Wn.

December 23, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 21, enclosing three certified copies of notice of claim filed by Feenaughty Machinery Company for rental on equipment and materials furnished in the sum of $2,207.92; the claim being against the bond furnished by O. D. Wolfe in connection with State Highway Contract No. 1293, for the grading of the West Unit of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of the notice of claim are being today forwarded to the administrator of the O. D. Wolfe Estate and the surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 23 1931
OREGON
STATE HIGHWAY COMMISSION

December 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Feenaughty Machinery Company for rental on equipment furnished in the sum of $2,207.92 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla Sand Section of the Oregon State Highway in Umatilla County.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

PR167a
West Unit

December 23, 1931

U. S. Fidelity & Guaranty Company,
Portland Branch,
Porter Building,
Portland, Oregon.

Attention of Mr. H. B. Mason

Gentlemen:

Reply is made to your inquiry of the 22nd instant, concerning the contract which was awarded by the State Highway Commission to Mr. O. D. Wolfe.

This is State Highway Contract No. 1293, and is for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, 6.41 miles in length. The bond furnished by Mr. Wolfe was written by the Metropolitan Casualty Insurance Company, for which Tate, Westenfelder & Berg, Inc., are local agents, with offices in the Wilcox Building, Portland.

State Highway Contract No. 1294 is for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, and was awarded by the State Highway Commission to Portland Sand & Gravel Co. This project is 5.31 miles in length. The bond furnished to the State by this company was written by the Southern Surety Company of New York, for which Bates, Lively & Pearson are local agents, with offices in the Yeon Bldg., Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AJ

Secretary

CAPITAL PAID IN CASH $10,000,000

NITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

December 22, 1931

Mr. H. B. Glaisyer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

Will you please advise us the number and description of the State contract on the East and West Units of the Wallula Cutoff,--O. D. Wolfe, contractor, and The Metropolitan Casualty Insurance Company, surety?

Yours very truly,

R. B. Nason
Supt. of Claims

RBN
ET

PORTLAND 104 6-3-31 5M

TP 167-a
West Unit

December 21, 1931

Mr. Lester J. Gill,
Brightwood,
Oregon.

Dear Sir:

Reply is made to your letter of the 18th instant, concerning semi-final payment on the contract awarded to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1298.

Our records show that the semi-final payment has not yet been made, as it is being held up at the request of the surety company. We also have been asked by the surety company to hold up payment of the final estimate.

We note that you have a claim against this project for work done for Kelly Bros., subcontractors, in the sum of $800.00. We have no knowledge of the arrangements made by Kelly Bros., with O. D. Wolfe, and hold the original contractor responsible and liable for the satisfactory completion of highway projects and for the payment of all claims incurred against the same.

It is suggested that you file a notice of claim with the Secretary of State in accordance with the provisions of Chapter 280 of the Oregon Laws for 1931, a mimeographed copy of which we enclose. It is also suggested that you take up the matter of your claim with the administrator of the O. D. Wolfe Estate and the surety on the bond furnished in connection with this contract. The surety on Mr. Wolfe's bond is the Metropolitan Casualty Insurance Company of New York, for which Tate, Westenfelder & Berg, Inc., are agents, with offices in the Wilcox Building, Portland. If you secure no satisfaction from the surety or the administrator, you still have recourse to action in the courts. That is about the only advice that I can give you at the present time.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1293
Uma Co

December 21, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We attach hereto copy of letter that we received today from Lester J. Gill of Brightwood, regarding his claim in the sum of $900.00 for work done for Kelly Bros., subcontractors under O. D. Wolfe, in connection with the construction of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

This information is furnished you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

#129
Uma. Co
PR 167a
East Unit

December 21, 1951

Mr. Fred W. Packwood,
507 Journal Building,
Portland, Oregon.

Dear Sir:

We are today in receipt of your letter of December 18, enclosing affidavit regarding claim of Oregon Powder Company against Portland Sand & Gravel Company for materials furnished to Biggs and Halleyburton, subcontractors under Portland Sand & Gravel Company.

In accordance with your request, you will find attached a certified copy of State Highway Contract No. 1294, which is for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, awarded by the State Highway Commission to Portland Sand & Gravel Company.

Very truly yours,

STATE HIGHWAY COMMISSION

By Secretary

AJ

December 21, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today received notice from Fred W. Packwood, attorney of Portland, that Oregon Powder Company has a claim against the bond furnished in connection with State Highway Contract No. 1294, which is for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $1079.42, and is for materials furnished to Biggs and Halleyburton, subcontractors under Portland Sand & Gravel Company.

According to our records you are the surety on the bond of the original contractor and we are, therefore, giving you the above information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Ore.

Portland, Oregon,
December, 18th, 1931.

Oregon State Highway Commission,   Att. Mr. Glaisyer.
Salem, Oregon;

Gentlemen,

It has become necessary for the Oregon Powder Company to sue for materials furnished upon a Highway Contract. I believe the accompanying affidavit sets out all the necessary facts. Based thereon will you kindly forward me the necessary copy of the original contract and its accompanying bond.

I will appreciate it very much if you can forward them upon receipt of this letter as I need them Monday Morning.

Thanking you for your courtesy in the matter, I am,

Yours truly,

Fred W. Packwood

Fred. W. Packwood,
507 Journal Bldg,
Portland, Oregon.

#1294

2 claims

PR167A
East Unit

December 17, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Ore.

Gentlemen:

We hand you herewith copies of notices of claim filed by Standard Oil Company of California with the Secretary of State on December 16, 1931, against Portland Sand & Gravel Co., for petroleum products furnished to the contractor in connection with State Highway Contract No. 1284, which is for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. One claim is in the sum of $210.64, and the other, $7,588.94.

We are giving you this information as you wrote the surety bond for the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

December 17, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of your letter of December 16, 1931, enclosing three copies of notice of claim filed by Standard Oil Company of California against Portland Sand & Gravel Company for petroleum products furnished in connection with State Highway Contract No. 1294, which is for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is $210.64.

Copies of the notice are being forwarded to the contractor and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 16, 1931

RECEIVED
DEC 17 1931
STATE HIGHWAY COMMISSION
OREGON

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $210.64 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Section of the Columbia Highway in Umatilla County, State Highway Contract No. 1294.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

COPY

TO THE STATE OF OREGON and to

HALL E. HOSS, Secretary of State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, STANDARD OIL COMPANY OF CALIFORNIA, a corporation, has a claim for petroleum products sold and delivered in the sum of TWO HUNDRED TEN and SIXTY-FOUR HUNDREDTHS DOLLARS ($210.64) against the bond taken from PORTLAND SAND & GRAVEL COMPANY, principal, and SOUTHERN SURETY COMPANY OF NEW YORK, surety, for the work of grading the Umatilla-Sand Section of the Columbia River Highway in Umatilla County, East unit, 5.31 miles, Oregon State Highway Contract No. 1294.

Dated December 14th, 1931.

STANDARD OIL COMPANY OF CALIFORNIA

By J. T. CRUDEN

District Sales Manager

Endorsed: File No. 1069
Filed December 16, 1931
HAL E. HOSS,
Secretary of State.

#1294

December 17, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir

We acknowledge receipt of your letter of December 16, 1931, enclosing three copies of notice of claim filed by Standard Oil Company of California against Portland Sand & Gravel Company for petroleum products furnished in connection with State Highway Contract No. 1294, which is for the grading of the East Unit of the Umatilla-[illegible] Station Section of the Columbia River Highway in Umatilla County, amount of claim being $2,368.94.

Copies of the notice are being forwarded to the contractor and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 16, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $7,568.94 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Section of the Columbia River Highway, State Highway Contract No. 1294.

We are enclosing a copy of this notice for your information and files, together with two additional copies one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
DEC 17 1931

PR167a
West Unit

December 7, 1921

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

Enclosed you will find copy of notice of claim of A. G. Haug & Co., Inc., received through its Attorney, G. C. Hall, against O. D. Wolfe, now deceased, in connection with State Highway Contract No. 1293, which was awarded to Mr. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is $144.20 and is for materials, supplies and repairs.

This information is given you as you furnished the bond in connection with the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

#12
Umatilla Co.

December 5, 1931

Mr. C. C. Hall,
Attorney at Law,
Citizens Bank Building,
Portland, Oregon.

Dear Sir:

Thank you very much for the affidavit, enclosed in your letter of the second instant, regarding claim of A. G. Haag & Co., against O. D. Wolfe (now deceased) to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Receipt is also acknowledged of the notice of claim of A. C. Haag & Company against the above described project. We are today notifying the surety and the contractor, in accordance with our usual practice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

C. HALL E. L. WILSON

C. C. HALL, ATTORNEY
109 CITIZENS BANK BUILDING
114½ GRAND AVENUE
PHONE EAST 6116

PORTLAND, OREGON

RECEIVED
DEC 4 1931
OREGON
STATE HIGHWAY COMMISSION

December 2nd 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Please find enclosed affidavit, such as suggested in your letter of November 27th and dated accordingly, together with a claim from A.C. Haag & Co., in the sum of $144.20 against O.D.Wolfe and his bondsmen - the Metropolitan Casualty Insurance Company of New York.

Please acknowledge receipt of this claim.

Yours very truly,

Hall

CCH:NH

PR 1679
West Unit

December 5, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of the fourth instant, in which you enclose copies of notice of claim that has been filed by you for Union Oil Company of California against the Estate of O. D. Wolfe, deceased, for petroleum products furnished in the sum of $2,009.94 to O. D. Wolfe in connection with State Highway Contract No. 1295, which is for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

As requested by the claimants, copies of the notice are being sent to the administrator of the Estate of O. D. Wolfe, deceased, and to the surety, for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 5, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed in the office of the Secretary of State on December 4, 1931, by Union Oil Company of California against the Estate of O. D. Wolfe, deceased, in the sum of $8009.94 for petroleum products furnished to O. D. Wolfe in connection with the contract that was awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

This notice is given you as you are the surety on the bond furnished by Mr. Wolfe.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
O. D. Wolfe Estate
Vancouver, Wn.

State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 5 1931
OREGON
STATE HIGHWAY COMMISSION

December 4, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Union Oil Company of California and filed as of this date a notice of claim for materials furnished in the sum of $8009.94 against the bond taken from O. D. Wolfe Estate, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are enclosing for your files and information, a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing a copy of the letter of transmittal requesting that the contractor and bonding company be notified of this notice of claim.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

COPY

#1293

UNION OIL COMPANY OF CALIFORNIA

602-621 Yeon Building
Portland, Oregon
December 2, 1931.

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

RE: O. D. Wolfe
Hermiston Account
Bonded job #1293 $8009.94

In compliance with provisions of Chapter 280 of the Oregon Laws for 1931, you will find attached affidavit of claim which represents unpaid balance on the above bonded job.

We are requesting that you kindly notify the bonding company and the contractor, O. D. Wolfe Estate, that we have deemed it necessary to protect our interests by filing our claim. The Metropolitan Casualty Insurance Company of New York, who are represented by Tate, Westfall & Berg, Inc., in the Wilcox Bldg., Portland, Oregon, are the bondsmen in this case. We are asking that you kindly acknowledge receipt of this claim definitely stating that same has been recorded. For your convenience in replying you will find attached a self-addressed, stamped envelope.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. SCHATTNER

District Manager.

LC:R

#1293
#1184

PR167a
[illegible]

November 27, 1931

Mr. Fred W. Packwood,
Attorney at Law,
Journal Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 25, in which you enclosed the following notices of claims:

Claim of Oregon Powder Company against G. D. Wolfe (now deceased) to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway, Umatilla County; amount of claim $6,100.98, for explosives and explosive supplies.

Claim of Oregon Powder Company against J. W. Peak Construction Company, to whom the State Highway Commission awarded the contract for the surfacing of the Bend-Horse Ridge Section of the Central Oregon Highway in Deschutes County; amount of claim $739.50, for explosives and explosive supplies furnished to C. E. Silbaugh, subcontractor.

The claims are being placed on file, as requested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1168

FRED W. PACKWOOD
ATTORNEY AT LAW
609 JOURNAL BUILDING
PORTLAND, OREGON

November 23rd, 1931.

Oregon State Highway Commission,
Salem, Oregon: Att. Mr. Glaisyer.

Gentlemen,

Enclosed herewith are two claims of the Oregon Powder Company which are forwarded in order to comply with Sec. 67-1101, Oregon Code, 1930. Will you kindly file them?

Thanking you in advance for your courtesy, I am,

Yours truly,

Fred W. Packwood

PR 167 a
West Unit

November 27, 1931

Mr. C. C. Hall, Attorney,
Citizens Bank Building,
114½ Grand Building,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 24th instant, in which you ask us to furnish you with a certified copy of the contract, which was awarded to O. D. Wolfe (now deceased), for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

In accordance with the provisions of the Oregon statutes, we are not permitted to furnish certified copies of contracts and bonds, unless the request is accompanied by an affidavit relative to the claim against the bond of the contractor. However, we are making an exception in your case as it is believed that you are in a hurry for same. You will find enclosed a certified copy of State Highway Contract No. 1295. We will expect you, though, to file with us the required affidavit at the earliest possible moment.

There is no charge for the certified copy.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1293
Uma. C.
E. L. WILSON

C. C. HALL, ATTORNEY
109 CITIZENS BANK BUILDING
114½ GRAND AVENUE
PHONE EAST 6116

PORTLAND, OREGON

November 24th 1931.

[illegible] 1931

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please send me a certified copy of the contract of O.D. Wolfe for highway construction work in Umatilla County, Oregon? Also, a copy of the bond.

If you wish us to remit for these copies prior to forwarding same kindly advise the cost and we will send you a check.

We desire these certified copies for the purpose of filing our claim with your commission for collecting from the bonding company.

Yours very truly,

C C Hall

GCH:NH

#1293
Umat. Co

PR 167a
West Unit

November 25, 1931

Metropolitan Casualty Insurance Company
Tate, Westenfelder and Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

This is to advise that the Union Oil Company of California has advised us of their claim in the sum of $8,009.94 against O. D. Wolfe, which claim is for petroleum products furnished in connection with Mr. Wolfe's contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

This information is given you since you appear as surety on the bond furnished by Mr. Wolfe in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc Administrator of
O. D. Wolfe Estate
Washougal, Washington

November 25, 1931

Union Oil Company of California
602 Yeon Building
Portland, Oregon

Attention: Mr. G. W. Schattner
District Manager

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 24th instant inclosing your notice of claim against O. D. Wolfe for petroleum products furnished him in connection with the contract awarded him by the State Highway Commission for the construction of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

In connection with this contract Mr. Wolfe furnished the State with a surety bond for the protection of claims incurred against the project. This bond was written by the Metropolitan Casualty Insurance Company of New York, for whom Tate, Westenfelder and Berg, Inc. are the local agents with offices in the Wilcox Building, Portland, Oregon. This bond is offered to you for the protection of your claim and we would suggest that you take the matter up with the agents of the surety company. We also suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 260 of the Oregon Laws for 1931. Should you secure no satisfaction from the bonding company then you still have recourse to action in the courts.

For your further information wish to advise that Mr. Wolfe has died since he completed this contract and it is our understanding that his estate is now being administered. We are not advised as to the name of the administrator or his attorney.

In accordance with our usual practice we are today calling this matter to the attention of the surety on the bond and also to the administrator of Mr. Wolfe's estate.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

Nov. 24, 1931.

RECEIVED
NOV 25 1931
[illegible]
STATE HIGHWAY COMMISSION

Oregon State Highway Dept.,
Salem, Oregon.

Gentlemen:

RE: O. D. WOLFE
Hermiston Account
bonded job #1293
balance $8009.94

We have been advised that Mr. Wolfe has completed his work on contract #1293 and in view of the fact he has not settled our account we are taking this opportunity of filing our claim.

We are attaching an itemized statement supported by an affidavit requesting that you notify both the bonding company and the contractor that we have deemed it necessary to protect our interests through lien-right procedure. Our file indicates the United States Fidelity and Guaranty Company furnished the bond in this case. We are asking that you kindly acknowledge receipt of this claim definitely advising that same has been recorded.

For your convenience in replying you will find attached a self-addressed stamped envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner

District Manager.

LC:R

ANSWERED
H. B. G.

#1293
Umatilla Co

P.R. 1670
West Unit

November 24, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of November 23rd in which you inclose three certified copies of the notice of claim which has been filed in your office by Kelley Bros. for labor and materials furnished in the sum of $4029.86 in connection with the contract awarded to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We are today forwarding copies of this notice to the administrator of the O. D. Wolfe Estate and the surety on the bond furnished in connection with the contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

November 24, 1931

Metropolitan Casualty Ins. Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

There is handed you herewith a copy of the notice of claim which has been filed in the office of the Secretary of State by Kelley Bros. of Hermiston, Oregon. The claim is for labor and materials furnished in the sum of $4029.86 and is against O. D. Wolfe in connection with his contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

This information is given you since you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Administrator of
O. D. Wolfe Estate,
Washougal, Washington

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 24 1931
OREGON
STATE HIGHWAY COMMISSION

November 23, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Kelley Bros. for labor and materials furnished in the sum of $4029.86 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway.

We are enclosing herewith for your information and files a copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

PR767a
West Unit

November 23, 1931

Albert C. Pounder
Corbett, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 21st requesting a copy of the form used in the filing of claims against highway contractors. The State Highway Commission has no special form for this purpose, however, in Chapter 280 of the Oregon Laws for 1931 is given a form which is substantially correct. A copy of this chapter is inclosed for your information. You will note that notices of claim must be filed with the Secretary of State prior to the expiration of six months from the date of completion of the contract.

The final estimate in connection with this contract is now being checked in this office and should be ready for payment within the next four or five weeks. However, no further payments will be made on this contract without the consent of the surety, and all payments will be held until released by them.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Corbett, Oregon
November 21 1931

State Highway Commission
Salem Oregon

RECEIVED
NOV 23 1931
OREGON
STATE HIGHWAY COMMISSION

Gentlemen,

Please send me the form which is used to file a claim against a road contractor for work done on the Umatilla road job.

Can you tell me whether Mr. Wolfe, of Washougal Wn., (deceased) was paid for the work done at Umatilla, Ore., and if not, when payment will be made?

Very truly yours
[illegible]
Corbett Oregon

PR167a
West Unit

see file PR140B
for Mr. Packwood's
letter.

November 23, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westerfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

This is to notify you that we have received advice, through Fred W. Packwood, Attorney, that Oregon Powder Company has a claim against O. D. Wolfe, (now deceased) to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, for materials furnished in the sum of $6,100.98.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

#1
Umatilla Co

PP1679

November 18, 1931

Mr. W. E. Kennedy,
Hermiston,
Oregon.

Dear Sir:

We are in receipt of your letter of November 13, in which you advise us that O. D. Wolfe (now deceased) owes you about $500.00 for concrete work done in connection with the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

In connection with all state highway contracts, the contractor is required to furnish the State with a surety bond for the protection of claims incurred against the project. Such a bond was furnished by Mr. Wolfe; it was written by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc., are agents, with offices in the Wilcox Building, Portland, Oregon.

We would suggest that you take the matter up with the bonding company, and if you secure no satisfaction that you file a notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280 of the Laws of Oregon for 1931, a mimeographed copy of which is enclosed. If your claim is not settled by either the Administrator of the O. D. Wolfe Estate, or the surety, you will still have recourse to action in the Courts against the bond.

In accordance with our usual practice, we are also notifying the surety regarding your bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ

Secretary

November 18, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of letter received from W. E. Kennedy of Hermiston, regarding monies due him from G. D. Wolfe (now deceased) to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

You appear as the surety on the bond given the State in connection with this Contract, and for this reason we are notifying you regarding Mr. Kennedy's claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
G. D. Wolfe Estate
Washougal, Wn.

#124
Umatilla Co.

PR167a
West Unit

November 16, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

This is to advise that we have received a notice of claim from Kelley Bros. of Hermiston, Oregon, which claim is in the sum of $4029.86 and is for labor and material furnished. The claim is against O. D. Wolfe and is in connection with his contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

This information is given you as you are the surety on the bond furnished by Mr. Wolfe in connection with the above described project.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FN

cc Administrator of
O. D. Wolfe Estate,
Washougal, Washington

#124
Umatilla Co

PR167A
West Unit

November 14, 1931

Kelley Bros.
Hermiston, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your notice of claim, in the sum of $4029.86, against O. D. Wolfe, being for labor and materials furnished to Mr. Wolfe in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, state highway contract No. 1293. We are placing your claim on file.

According to Chapter 280 of the Laws of Oregon for 1931, notice of your claim should also be filed with the Secretary of State prior to the expiration of six months from the date of completion of the contract. I am inclosing a copy of this law for your further information.

In accordance with our usual practice, we are today advising the contractor and the surety on his bond that your claim has been/filed in this office. The bond was written by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc., are local agents, with offices in the Wilcox Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

Inc.

PR167a
West Unit

November 18, 1931

Metropolitan Casualty Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of notice of claim filed by Concrete Pipe Company against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1223. The claim is in the amount of $4,252.40 and is for concrete culvert pipe furnished to the contractor in connection with the above described project.

We are notifying you as you are the surety on the bond furnished by Mr. Wolfe.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

#1293

PR167a
West Unit

November 13, 1931

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

We are in receipt of your letter of November 12, regarding notice of claim filed by Concrete Pipe Company, in the sum of $4,252.40, against O. D. Wolfe, to whom the State Highway Commission awarded the contract for grading the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

We also acknowledge receipt of the copies of notice of claim, two of which are being sent to the contractor and his surety for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 12, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Concrete Pipe Company for materials furnished in the sum of $4252.40 against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company of New York, surety, for work on the Umatilla-Sand Point Section of the Columbia River Highway.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
NOV 13 1931
[illegible] OREGON

#1293

PR1679
West Unit

November 13, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Acknowledgment is made of the receipt of your letter of November 10th, in which you advise us that you received and filed a notice of claim by Balzer Machinery Company, in the sum of $2,770.00, against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

We also acknowledge receipt of the three copies of notice of claim, which were attached to your letter. A copy is being forwarded to the contractor, and another copy to his surety, for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

November 13, 1951

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim, which was filed by Balzer Machinery Company against O. D. Wolfe, contractor, in the office of the Secretary of State on November 12, 1951. The amount of the claim is $2,770.00 and is for rentals on equipment and materials furnished to the contractor in connection with the work of grading the West Unit of the Umatilla-Sand Station Section of the Columbia River in Umatilla County, State Highway Contract No. 1298.

We are notifying you regarding this claim as you are the surety on the bond furnished by Mr. Wolfe in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC Administrator of
O. D. Wolfe Estate,
Washougal, Wn.

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

November 10, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Balzer Machinery Company for materials furnished and equipment rented in the sum of $2770.00, together with interest thereon, against the bond taken from O. D. Wolfe, principal, and Metropolitan Casualty Insurance Company, surety, for work on the Umatilla-Sand Section of the Columbia River Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
NOV 13 1931

#1293

PR 1679
West Unit

November 7, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

This is to acknowledge receipt of your letter of November 5, enclosing copies of notice of claim filed by McCoy Auto Company against O. D. Wolfe for materials furnished him in connection with the work on the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway, in Umatilla County, State Highway Contract #1293.

We are today forwarding a copy of the notice to the contractor, and also a copy to the surety on his bond.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

November 7, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc., Agents,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on October 5, 1931, in the office of the Secretary of State, by McCoy Auto Company against O. D. Wolfe for materials furnished him in connection with the work on the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway, in Umatilla County, State Highway Contract No. 1295.

This is for your information as you appear as surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC O. D. Wolfe,
Washougal

of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 6 1931
OREGON
STATE HIGHWAY COMMISSION

November 5, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Austin B. McCoy, doing business as the McCoy Auto Company, for materials furnished in the sum of $1529.14 against the bond taken from O. D. Wolf, principal, and Metropolitan Casualty & Insurance Co., surety, for work on the Western Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We are enclosing a copy of this notice herewith for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

#1293
Umatilla

PR1679
West Unit

November 7, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Attention: Edith Libby

Dear Sir:

This is to acknowledge receipt of your letter of the 5th instant in which you inclose three certified copies of the notice of claim which has been filed by Messrs. Raley, Raley & Warner, Pendleton, Oregon, which claim is that of the Stater Motor Company, Inc. and is for labor and materials furnished in the amount of $500.00 in connection with the contract awarded to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, state highway contract No. 1293.

We are today forwarding copies of this notice to the principal in the bond and to the surety.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

November 7, 1931

Metropolitan Casualty Insurance Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by Raley, Raley & Warner, Attorneys of Pendleton, Oregon. The claim is that of the Stater Motor Company, Inc. and is for labor and materials furnished in the amount of $500.00 in connection with the contract awarded to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, state highway contract No. 1293.

This information is given you since you appear as surety on the bond furnished by O. D. Wolfe in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc O. D. Wolfe
Washougal, Washington

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 7 1931
OREGON
STATE HIGHWAY COMMISSION

November 5, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Messrs. Raley, Raley & Warner, Pendleton, Oregon, and filed as of this date, a notice of claim by Stater Motor Company, Inc. for labor and materials furnished in the amount of $500.00 against the bond taken from O. D. Wolfe, principal, and the Metropolitan Casualty Insurance Company of New York, surety, for work on the West Unit of the Willamette-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1293.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

#1293
Umatilla
Co.

PR 1679
West Unit

November 6, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Borg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of notice of claim which we have received from Raley, Raley & Warner, Attorneys of Pendleton, filed in behalf of their clients, Stater Motor Co. Inc., against O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1293.

The claim is in the sum of $500.00 and is for labor performed and materials furnished to Mr. Wolfe.

This information is passed on to you, as you are the surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC O. D. Wolfe, Washougal
Washington

November 5, 1931

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the third instant, in which you enclose for filing purposes notice of the claim of Stater Motor Co., Inc., against O. D. Wolfe, which is in the sum of $500.00 and is for labor performed and materials furnished to Mr. Wolfe in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract #1293.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

39

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

November
3
19 31

RECEIVED
NOV 5 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re:- O. D. Wolfe highway contract #1293

We enclose herewith for filing in behalf of Stater Motor Co., Inc., notice of its claim against O. D. Wolfe and The Metropolitan Casualty Insurance Company of New York, his surety.

This is filed pursuant to the terms of Section 67-1101, Oregon Code for 1930, as amended by Chapter 280 of Oregon Laws for 1931.

Yours truly,
RALEY, RALEY & WARNER,
By

ANSWERED
H. B. G.

#1293

PR 1679

West Unit

November 2, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have received through Raley, Raley & Warner, Attorneys of Pendleton, affidavit of claim of Stater Motor Co. Inc., regarding its claim against O. D. Wolfe to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract #1293.

The claim is in the sum of $600.00 and is for labor and materials furnished to the contractor.

This notice is given you as you appear as surety on the bond of Mr. Wolfe.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]:AJ

CC O D Wolfe
Washougal Wash

November 2, 1931

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Attention of Mr. H. J. Warner

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 31st ult., in which you enclose the affidavit of Stater Motor Co., Inc., for certified copy of the contract and bond of G. D. Wolfe to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The certified copy requested is attached hereto.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

October
31
1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: Contract No. 1293-Stater Motor Co. v. O. D. Wolfe

We enclose herewith the affidavit of Stater Motor Co. Inc., claimant vs. O. D. Wolfe, contractor under contract No. 1293, requesting certified copy of said contract and bond given.

Please send these to us at your early convenience.

Yours truly,

RALEY, RALEY & WARNER,

By H. D. Warner

ANSWERED
H. B. G.

STATE OF OREGON)
)ss.
UMATILLA COUNTY)

I, G. C. Stater, being first duly sworn on oath, depose and say:

That I am the President of Stater Motor Co. Inc., an Oregon corporation with its principal place of business at Pendleton, Oregon.

That on or about the ____ day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for the said State with O. D. Wolfe for the grading and surfacing of road designated as the Columbia River Highway, Umatilla to Sand Station contract, and which said contract affiant is advised is No. 1293.

That the work done on said contract under said contract has been done under the direction of the State Highway Commission of the State of Oregon.

That thereafter, to-wit: on and between the 10th day of June, 1931, and the 14th day of August, 1931, both dates inclusive, the said Stater Motor Co. Inc., at the special instance and request of O. D. Wolfe, the said contractor, rendered labor and furnished materials in connection with the construction of said highway under the terms of said contract No. 1293, for which the said O. D. Wolfe promised and agreed to pay on demand. That the value of said services rendered and said materials furnished by said Stater Motor Co. Inc., as aforesaid, is the sum of $500; that no portion of said amount has been paid, andthat there is now due and owing to the said Stater Motor Co., Inc., the sum of $500 over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from August 14, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bonds given by the contractor to the State of Oregon thereunder, said bonds being to secure the performance of said contract as required by Section 67-1101, Oregon Code 1930, as amended by Chapter 28 of the Session Laws of the State of Oregon for 1931.

STATER MOTOR CO., INC.,

By

Subscribed and sworn to before me this 31 day of October, 1931.

Notary Public for Oregon

My commission expires: Jan 13.1935

#1295

PR167a
West Unit

November 2, 1931

McCoy Auto Company,
Third and Washington Sts.,
Vancouver, Washington.

Gentlemen:

Acknowledgment is made of the receipt of your notice of claim, in the sum of $1529.14, against O. D. Wolfe, being for materials and supplies furnished to Mr. Wolfe in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract #1295. We are placing your claim on file.

According to Chapter 260 of the Laws of Oregon for 1931, notice of your claim should also be filed with the Secretary of State prior to the expiration of six months from the date of completion of the contract. I am enclosing a copy of this law for your further information.

According to our usual practice, we are today advising the contractor and the surety on his bond that your claim has been filed in this office. The bond was written by the Metropolitan Casualty Insurance Company of New York for whom Tate, Westenfelder & Berg, Inc., are local agents, with offices in the Wilcox Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

November 2, 1931

Metropolitan Casualty Insurance Co.,
Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We have been notified by McCoy Auto Company of Vancouver, Washington, that O. D. Wolfe is indebted to them in the sum of $1529.14 for materials and supplies furnished to him in connection with the contract awarded to him by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1298.

This information is furnished you as you appear as surety on the bond given by Mr. Wolfe.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC O D Wolfe
Washington
Cal

PR1674
Hest Unit

October 30, 1931

Mr. H. G. Smith,
Division Engineer,
La Grande, Oregon.

Dear Sir:

Please be advised that through error we notified you that the time limit on the O. D. Wolfe contract No. 1293 had expired on August 31, 1931.

The time limit on this contract was extended to Sept, 30th, 1931 without penalty at the last meeting of the Commission and this was overlooked when the list was made. No further extension will be required on this contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1293

Uma. Co.

PR167A

West Unit

October 26, 1931

Feenaughty Machinery Co.
324 Belmont Street
Portland, Oregon

Attention: Mr. W. O. Feenaughty

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 23rd instant inclosing affidavit of your claim against O. D. Wolfe in the sum of $2,207.92 for the rental of equipment and machinery to Mr. Wolfe for used in connection with the contract awarded him by the State Highway Commission for the construction of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Your letter and accompanying claim are being placed on file for future reference.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW

October 26, 1931

Metropolitan Casualty Ins. Co.
Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland, Oregon

Gentlemen:

This is notify you that we have today received a letter from the Feenaughty Machinery Company in which they state that they have a claim in the sum of $2,207.92 against O. D. Wolfe for the rental of equipment and machinery in connection with the construction of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

This information is given you since you appear as surety on the bond furnished by O. D. Wolfe in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

cc O. D. Wolfe
Washougal, Washington

TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

W. O. FEENAUGHT[illegible] NT & MGR
D. J. FEENAUGHTY, VI[illegible]ESIDENT
J. I. OVERMAN, SEC'Y. & SALES MGR.
M. B. MACK, MGR. AGRICULTURAL DEPT

ROCK CRUSHERS
ROAD ROLLERS
ROAD GRADERS
ROAD SCRAPERS
ROAD PLOWS
CRAWLER TRACTORS
POWER SHOVELS
DIESEL ENGINES
CONCRETE MIXERS
THRESHING MACHINES
STEAM ENGINES
GAS ENGINES
SAW MILLS
AUTO TRUCKS

Feenaughty Machinery Co.
MANUFACTURERS AND JOBBERS IN
ROAD AND STREET BUILDING MACHINERY
CONTRACTORS ROCK AND EARTH HANDLING EQUIPMENT
FARM AND SAW MILL MACHINERY

324 BELMONT STREET

PORTLAND, OREGON
October 23, 1931

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

We are attaching notice of claim as well as itemized statement covering same, against O. D. Wolfe on State Highway contract known as the Umatilla-Sand Section of the Oregon State Highway in Umatilla County.

Will you please take note of same in making your settlement with O. D. Wolfe.

Kindly acknowledge receipt of the above.

Yours very truly,
FEENAUGHTY MACHINERY COMPANY

W O Feenaughty
President

WOF:G

ANSWERED
H. B. G.

Form 39—F-21635—5M—5-31

PR1679

West Unit

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 24, 1931

Job name Umatilla-Sand Station West Unit Grading

Week from Oct. 18th *to* Oct. 25th

Mail address Hermiston, Ore.

Highway Columbia River

Telegraph or telephone address " "71"

County Umatilla *Job prefix* 30 PK-1

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor completed work Sept. 23rd.

Final estimate submitted Oct. 23rd.

A. W. Spencer, chainman and L. H. Warfield, computer, transferred to other work Oct. 18th.

RECEIVED
OCT 27 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed Geo G Doole

Title Resident Engineer

GRADING CONSTR[illegible]ON

Total miles of grading in project 6.41

Miles completed 6.41

Miles completed except finishing

Total cubic yards in project 89,025

Gravel Topping 27,143

Cubic yards moved to date 89,025

Gravel Topping Moved 27,143

Miles covered by contractor's forces

Miles cross-sectioned 6.41

Miles cross-sections completed and checked 6.41

Miles to be remeasured 0.0

Number men in Engineering Party 5

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PK-1 *Percentage* 45%
2. Irrigon-Umatilla Co. Line Re-location *Percentage* 55%
3. .... *Percentage*
4. .... *Percentage*

PR 1679
West Unit

October 8, 1931

Beck & Sycamore,
Ellensburg,
Washington.

Attention of Mr. H. V. Sycamore.

Gentlemen:

The contract to which you refer in your letter of October 6, 1931, was awarded by the State Highway Commission to O. D. Wolfe of Washougal, Washington, for the grading of 6.41 miles of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The number is State Highway Contract #1293.

The bond which Mr. Wolfe furnished in connection with this project was written by the Metropolitan Casualty Insurance Company of New York, for whom Tate, Westenfelder & Berg, Inc., are agents, with offices in the Wilcox Building, Portland, Oregon.

As stated in our previous letter, the notice of claim should be filed with the Secretary of State of Oregon, Salem, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Ellensburg, Washington
October 6th. 1931

Oregon State Highway Commission,
Salem, Oregon

Attention, H. B. Glaisyer, Secretary

Gentlemen:

We thank you for your letter of the 29th. ultimo in which you enclosed mimeographed copy of Amendment Section 67-1101 Oregon Code 1930.

Our claim is for labor on the Umatilla-Wallula Cutoff. The highway Contractor's name is O. D. Wolfe, his Postal address Washougal, Washington.

We have been unable to obtain the name of the Bonding Company and are wondering whether or not your office could give us this information. Also will you kindly inform us the legal name or number for this job.

Your early reply will be greatly appreciated.

Yours truly,
BECK & SYCAMORE
By: H. V. Sycamore

HVS S

RECEIVED
OCT 8 1931
OREGON
STATE HIGHWAY COMMISSION

#1293

Hermiston, Oregon
Sept. 29, 1931

Mr. Claude Shaffer
Route 8 Box 664
Portland, Ore.

RECEIVED
SEP 30 1931
STATE HIGHWAY COMMISSION
OREGON

Dear Sir:

Kindly be advised that the following are the haul quantities which you requested in your letter of Sept. 22nd.

Truck No. 11

Date	Shaffer Cu Yds	Shaffer Yd Mi	Sabo Cu Yds	Sabo Yd Mi
7/21	14	31	10	20
7/22	20	75	14	35
7/23	24	60	26	65
7/24	34	68	10	25
7/25	38	78	24	72
7/27	18	56	28	64
7/28	18	54		
7/29	64	127	22	44
7/30	74	60	20	36
7/31	72	75	26	30
8/1	42	60		
8/4	48	144	2	6
8/5	44	96		
8/6	58	94	10	26
8/7	48	98	20	50
8/8	34	74	6	12
8/9	42	80		
	680	1297	218	514

Work performed on the Umatilla-Sand Station Section, West Unit, Columbia River Highway, Umatilla County, O. D. Wolfe, contractor.

Very truly yours,

c.c. S. H. Probert
c.c. R. G. Smith

Jos. O. Toole
Resident Engineer

GEO. K. MARCH

HARRY N. WIRT

MARCH CONSTRUCTION CO.
1126 WEST SECOND AVENUE
SPOKANE, WASH.

PR 1674

Sept 23

Mr Roy Klein
Salem Or,

RECEIVED
SEP 24 1931
OREGON
STATE HIGHWAY COMMISSION

West Unit - Huntington - Slide Section

Dear Sir

On Sept 1st we finished our work at Huntington, Or. but as yet have not received the estimate. Will you kindly see that it is forwarded. ~~Ist~~ It is usual to send in a semi-final and hold the 7½% as a final which I believe is held for 30 or 60 days. Your immediate attention ~~tho~~ to this will be greatly appreciated

Very truly yours
March Construction Co
By Geo. K March

Semi-final
Mailed
9/25/31
L.T.

PR 1679

Hermiston, Oregon
Sept. 19, 1931

Mr. E. F. Peithman
Sttorney at Law
301 Failing Building
Portland, Ore.

Dear Sir:

Kindly be advised that the following are the haul quantities which you requested in your letter of Sept. 9th.

Truck No. 15		
H. M. Robertson	784 Cu. Yds.	1556 Yd. Mi.
Truck No. 14		
A. H. Howland	938 Cu. Yds.	1880 Yd. Mi.
Truck No. 12		
L. J. Draper	748 Cu. Yds.	1574 Yd. Mi.
Truck No. 8		
S. R. Abdy	312 Cu. Yds.	652 Yd. Mi.
C. S. Cox	300 Cu. Yds.	687 Yd. Mi.

Work performed on the Umatilla-Sand Station Section, West Unit, Columbia River Highway, Umatilla County, O. D. Wolfe, contractor.

Very truly yours,

Jos. G. Toole
Resident Engineer

c.c. S. H. Probert

#1293

PR 167a

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

August 24th, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen;

We are handing you herewith assignment of claim of O. D. Wolfe to ourselves in the sum of $23973.16 and as soon as you have this money available, we shall be pleased to receive your check covering same.

Mr. Wolfe is today writing the bonding company for their consent regarding this assignment.

Very truly yours,

A H Norton
Cashier.

AHN-M

FORM 2-H-1 P-23757 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

PR1671

August 18, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Price Agreement.
Umatilla-Sand Station Section.

Dear Sir:

Herewith please find Price Agreement to cover the haul of material stripped from the gravel pits on the Umatilla-Sand Station Section, West Unit, O. D. Wolfe, contractor. This material is available for use instead of side borrow and it is more desirable as it contains some gravel which will afford a roadbed less liable to be moved by the winds. It also gets rid of the stripping material and leaves the entire pit available for future use instead of being covered by a stripping as has happened in many instances.

Since the price of common material is 40¢ on this job, it also effects some saving by using the stripping material instead of side borrow.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

RECEIVED
AUG 19 1931

Sab

#1293
Umatilla

PR167a

August 11, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Edith Libby.

Dear Sir:

This will acknowledge receipt of your letter of August 8th, enclosing copies of notice of claim filed by N. B. Thomas against O. D. Wolfe for work, labor and services performed as foreman in connection with the work of grading the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County--State Highway Contract #1293.

We are today forwarding a copy of the notice to the contractor, Mr. Wolfe, and also a copy to Metropolitan Casualty Insurance Company of New York, his surety.

V ery truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 11, 1931

Tate, Westenfelder & Berg, Inc.,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on August 8, 1931, in the office of the Secretary of State, by H. R. Thomas against O. D. Wolfe, for work, labor and services performed in connection with the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County—State Highway Contract #1295. The amount of the claim is $600.90.

This is for your information as you appear as surety on Mr. Wolfe's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

M

CC O. D. Wolfe,
Washougal, Wn.

ecretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 8, 1951

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date a notice of claim by N. B. Thomas for wages in the sum of $600.90 against the bond taken from O. D. Wolfe, principal, for work, labor and services performed on the construction of the State Highway from Umatilla, Oregon, toward Wallowa, Oregon. Also requesting a certified copy of the contract and bond covering said construction.

We are enclosing a certified copy of the notice for your information and files, together with two additional copies of the notice, one of which may be forwarded, if desired, to the contractor in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

HAL E. HOSS,

Secretary of State.

EL:HM

By Edith Libby

FORM 2-M-1 P-22767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR167a

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 8, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Re:Extra Work Orders on
Umatilla-Sand Station Section.
Columbia River Highway.

Dear Sir:

Herewith please find Order for Extra Work No. 1 on the West Unit of the Umatilla-Sand Station Section, and Order for Extra Work No. 1 on the East Unit of the Umatilla-Sand Station Section. These orders provide for the removal and disposal of the large rocks and bowlders which occur in the gravel topping.

The gravel pits on these sections contain a considerable number of large bowlders which can not be left on the shoulders without leaving the job in a very unkempt condition. They are worked loose and bladed to the edges during the spreading of the gravel topping, but then must be removed and disposed of outside the limits of the roadbed in road approaches or other places where it is handy to dispose of them.

Very truly yours,

H G Smith
Division Engineer.

HGS:OW
Encls.

PR1679

COPY

THE FIRST NATIONAL BANK
F. B. Swayze, President R. Alexander, Vice Prest.
A. H. Norton, Cashier

Hermiston, Oregon.

July 27th, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing herewith voucher in favor of O. D. Wolfe, in the sum of $14,034.41, for monies due him on his contract for the grading of the West Unit of the Umatilla Sand Station Section in Umatilla County; also, enclosing an assignment of claim of this voucher to ourselves.

Mr. Wolfe is today writing the surety to write you their consent to the assignment of this claim and you will no doubt hear from them in the very near future.

Upon receipt of the consent of the surety, if you find these papers in order, we shall be pleased to receive your warrant as soon as available.

Very truly yours,
A. H. NORTON (Sd.)
Cashier.

AHN-N

contract 1293- Est 2

FORM S-A-1 8-10074 4000 11-50

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION

SALEM

#1293

PR 1679

July 22, 1951

IN REPLY PLEASE
REFER TO FILE NO.

Mr. O. D. Wolfe
Washougal, Wn.

Dear Sir:

I am enclosing for your signature before a notary public our voucher in your favor for $14,034.41 covering estimate 2, contract 1293. We have attached a blank assignment form foryour use in case you desire to assign the payment. If so, please fill in the name of the assignee on the assignment form and sign the form before two witnesses; also signing the back of the voucher form itself.

In case you do assign please note that before we can honor the assignment it will be necessary that the surety on the contract give their consent in writing. In case you do not wish to use the assignment simply detach the form and place a note to that effect on the voucher when returning it signed.

Yours respectfully

ROY A. KLEIN,
State Highway Engineer

By Carl F. Smith
Auditor.

CFS L
✓ cc H. B. Glaisyer, Office

#1293

PR1679.

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

June 27th, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Referring to your letter of June 26th, regarding the assignment of claim of Mr. O. D. Wolfe, we hand you herewith your assignment forms properly signed by Mr. Wolfe and witnessed by two witnesses.

As requested in your letter, we have asked Mr. Wolfe to write today to his surety on the bond asking them to give their consent to the assignment and asking that they write you direct their answer. No doubt you will hear from them as soon as their mail will reach you.

Very truly yours,

Cashier.

AHN-N

RECEIVED
JUN 30 1931
OREGON
STATE HIGHWAY COMMISSION

JUN 30 '31
CARL F. SMITH
AUDITOR

PR167a #1293

June 26, 1931

Mr. F. B. Swayze, President,
The First National Bank,
Hermiston, Oregon.

Dear Sir:

This acknowledges receipt of your letter of the 25th inst., enclosing the voucher in favor of O. D. Wolfe, in the sum of $12,408.87, for monies due on his contract for the grading of the West Unit of the Umatilla Sand Station Section in Umatilla County; also, enclosing a statement signed by O. D. Wolfe, requesting that payment be made direct to The First National Bank of Hermiston.

I regret to inform you that the assignment, as presented, is not in the form that is acceptable to this Department or the Secretary of State, who is the disbursing officer. I am enclosing in this letter forms that are acceptable, which I, ask you to have Mr. Wolfe sign and return to this office. Before we can honor this assignment, however, we must have a letter from the surety on the bond furnished by Mr. Wolfe in connection with this work, giving its consent to the assignment without prejudice to the bond. Upon receipt of the assignment, with a letter of consent from the surety, we shall be pleased to honor the assignment and will see that the warrant is made payable direct to you in accordance with its provisions.

It usually takes about ten days to secure the approval of two members of the State Highway Commission, and we would like to have the assignment and consent of the surety within that time so as to eliminate any possibility of payments to Mr. Wolfe being delayed. Should there be any difficulty in securing the consent of the surety, we will mail the warrant to you without the assignment, provided we receive a letter from Mr. Wolfe requesting that we do this. Of course, in that case you will have to secure the endorsement of Mr. Wolfe on the back of the warrant.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

EBG:AJ

CC Auditing Dept.,
CC Mr. O. D. Wolfe,
Washougal, Washington.

PR167a

June 1, 1921

Mr. O. D. Wolfe,
Washougal,
Washington.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the West Unit of the Umatilla-Sand Station Section on the Columbia River Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AJ

Form 30—F-20138—5M—1-31

PK.167a

OR[illegible]ON STATE HIGHWAY DEPARTME[illegible]

FIELD ENGINEER'S WEEKLY REPORT

Date May 16, 1931

Job name Umatilla-Sand Station West Unit Grading

Week from May 10th *to* May 17th

Mail address Hermiston, Ore.

Highway Columbia River

Telegraph or telephone address " "71"

County Umatilla *Job prefix* 30 PK-1

Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Contractor began operations on May 11th. During the past week a crew of three men have been clearing sage brush and a crew of six men have been drilling rock cuts.

Contractor has had considerable trouble in getting a gas shovel to the job, but it is expected to be operating on cut at west end of work by May 20th.

Pipe culvert crew began this date distributing the pipe along the work. A team outfit is on the job and will begin work the first of next week.

Camp is being established at the Logan ranch approximately 1½ miles east of Umatilla.

RECEIVED
MAY 19 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed Jas. G. Doole

Title Resident Engineer

GRADING CONSTR ION

Total miles of grading in project 6.41

Miles completed None

Miles completed except finishing "

Total cubic yards in project 100,000

Gravel Topping 26,000

Cubic yards moved to date None

Miles covered by contractor's forces 0.5

Miles cross-sectioned 2.2

Miles cross-sections completed and checked None

Miles to be remeasured 6.41

Number men in Engineering Party 15

Contractor's average force for week 9 *men,*

1-Air Compressor

teams, *steam shovels*

Grading work will be completed about Aug. 31, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams, *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

RT SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PK-1 *Percentage* 15 %
2. 30 PK-2 *Percentage* 45 %
3. 31 PF-1 *Percentage* 40 %
4. *Percentage*

Form 30—F-20138—5M—1-31

OR ON STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

PR 167a

Date May 9, 1931

Job name Umatilla-Sand Station West Unit
Grading
Highway Columbia River
County Umatilla *Job prefix* 30 FK-1

Week from May 3rd *to* May 10th
Mail address Hermiston, Ore.
Telegraph or telephone address " "71"
Express and freight address "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Work on this project is expected to begin next week. Contfactor advises a team outfit,gas shovel and crew, and compressor and crew will be on the job the forepart of next week. An additional gas shovel is to be here around the last of May and other crews will be added as the work progresses.

Retracing center line and check levels have been completed and 1.9 miles of X-sections.

(See back of this sheet for instructions and detailed information)

Signed

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 6.41

Miles completed None

Miles completed except finishing "

Total cubic yards in project 100,000

Gravel Topping 26,000

Cubic yards moved to date None

Miles covered by contractor's forces "

Miles cross-sectioned 1.9

Miles cross-sections completed and checked None

Miles to be remeasured 6.41

Number men in Engineering Party 15

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 30 PK-1 *Percentage* 22 %
2. 30 PK-2 *Percentage* 22 %
3. 31 PF-1 *Percentage* 56 %
4. .... *Percentage* ....

CONTRACT#1294,

PR 167-A East Unit, Umatilla-Sand 1932
Station Sec.
1294
Folder # 2

161a
East Unit

January 16, 1934

Max A. Jamesen, Asst. Special Deputy Supt.
Insurance Department, State of New York
111 John Street
New York, N. Y.

Attention Mr. S. F. Maher

Gentlemen:

Reply is made to your letter of January 9. I am pleased to inform you as follows regarding the contract awarded by the State Highway Commission to the Portland Sand & Gravel Company for the construction of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway:

Contract No. 1294;
5.31 miles of grading, East Unit, Umatilla-
  Sand Station Section, Columbia River Highway;
Amount of Bond: $50,000;
Amount paid contractor: $66,059.14
Completed: September 19, 1931
Accepted by the Commission: September 19, 1931.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

STATE OF NEW YORK
INSURANCE DEPARTMENT

BUREAU OF LIQUIDATIONS, CONSERVATIONS AND REHABILITATIONS

BRANCH OFFICE: 111 JOHN STREET, NEW YORK

BEEKMAN 3-1743

GEORGE S. VAN SCHAICK
Superintendent of Insurance

RICHARD A. BRENNAN
Special Deputy Superintendent
In Charge of Bureau

MAX A. JAMESON
Assistant Special Deputy Supt.
In Charge of Branch Office

LOUIS H. PINK
Attorney for Superintendent

RECEIVED
OREGON
[illegible]

IN REPLYING PLEASE REFER TO
Mr. S. F. Maher

January 9, 1934

State Highway Commission
Portland
Oregon

Gentlemen:-

Re: Southern Surety Company of N. Y. in Liquidation -
Bond #547034 - Claim #PAC-2948 - Portland Sand &
Gravel Co. - to - State of Oregon - Contract Bond.
- 0 -

Our records indicate that you have been advised that the Southern Surety Company of New York is now in the process of liquidation.

For your information however, the Southern Surety Company executed its contract bond covering a grading project of the East Unit of Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon for the Portland Sand & Gravel Company of Portland, Oregon, the general contractor thereunder.

May we suggest that you forward us the date on which this contract was completed and finally accepted.

Be assured that we appreciate your courtesy in this regard.

Yours very truly,

MAX A. JAMESON
ASST. SPECIAL DEPUTY SUPT.
By:-

S. F. Maher
S. F. MAHER

DCF:MJ

FORM 234

#1427

167-a

October 16, 1933

Hartford Accident & Indemnity Company,
Jewett, Barton & Leavy, John Kern Co., Agents,
Lewis Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1427 for the construction of the Umatilla-Washington State Line Section of the Columbia River Highway in Umatilla County has been completed by the contractors, Newport Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after October 26th, 1933.

The State has been advised of a claim of Wm. J. Walsh in amount of $103.65 for services. You are advised that the State assumes no responsibility for this claim or for any claims which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $131,541.91 including the final payment. Of this amount $1,955.71 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

167-a

September 29, 1933

S. Murray, Chief Engineer
Oregon-Washington Railroad & Navigation Co.
Portland, Oregon

Dear Sir:

Acknowledging your communication of September 28th regarding the removal of loose rock under the concrete half bridge near railroad Mile Post 192 between Umatilla and the Oregon-Washington state line, I note that you request that we pay for the services of two flagmen and for repairs to the rock-slide fence, and advise that I cannot assume this responsibility until I have had a written report from our maintenance engineer, Mr. J. M. Bishop.

As soon as I have received this information I will advise you of the facts with relation thereto.

Very truly yours,

State Highway Engineer

[redacted]

cc: J. M. Bishop

FORM 5-A-1 2000 5M 5-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

167

OREGON STATE HIGHWAY COMMISSION

SALEM
June 24, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Newport Construction Company,
517 Governor Bldg.,
Portland, Ore.

NOTED
State Highway Engineer

Dear Sir:

Your payroll on your Umatilla-Washington State Line Section shows Vern Carrey as an assistant mechanic working 48 hours per week. One master mechanic is allowed on each project and this master mechanic is not limited to a 30 hour labor provision. However, any assistants must be classed as skilled laborers, and are subject to all labor provisions. Will you please correct this violation immediately as the Bureau of Public Roads request that labor provisions be adhered to.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

Dictated by

Chas. E. Low

CC to
R. H. Baldock ✓
W. H. Lynch,
S. H. Probert
Jos. G. Toole

FORM 8-A-1 6000 5M 3-33

COMMISSIONERS
LES~~LIE M.~~ SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

June 21, 1933.

IN REPLY PLEASE REFER TO FILE NO.

Copy to Project

Mr. W. H. Lynch,
District Engineer,
Bureau of Public Roads,
Box 3900,
Portland, Ore.

Dear Sir:

Regarding your communication of June 19th, relative to the construction of the bituminous macadam on the Umatilla-Washington State Line Section, Oregon 107A, B & C, and with special reference to the manner of spreading.

The lower course has been dumped from trucks along the roadbed, without the use of spreader boxes and is being spotted by large crews of men.

After the lower course has been penetrated with asphalt it is impossible to spread the key rock except by the use of some device which will distribute the rock under the truck wheels when backing. The truck body is not sufficiently wide to allow the material to flow uniformly under the wheels, and consequently a small hopper is fastened to the back of the truck to spread the material under the wheels and prevent them from picking up the asphalt.

The seal spreads must also be spread uniformly from a truck by backing as no method of hand spreading can uniformly distribute ½" - ¼" rock at the rate of .006 cu. yds. per sq. yd. or ¼" - 0 at the rate of .003 cu. yds. per sq. yd.

I have tried every method of laying bituminous macadam and it is impossible to secure a job of the requisite smoothness by any other method except by backing the trucks to spread the fine aggregate. The hopper or spreader is merely a method of insuring the even distribution of the material under the truck wheels to prevent picking up and displaces no men who could otherwise be used.

According to my interpretation, it is not the intention of the specifications to require the work to be done in any unsatisfactory manner or which will produce an uneven and rough job. I know of no other method of doing this work and am unwilling to jeopardize an investment of $150,000.00 by any method which I know will only result in a patchy and rough surface.

I will be very pleased to have any suggestion which you may have in mind as a solution, and suggest that you make a personal inspection of the methods in order that the responsibility for an absolute failure of the job does not rest upon an ill advised decision, which in any event cannot result in the employment of any additional men.

Very truly yours,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

RHB:HI

January 3, 1933.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed three signed copies of project agreement covering the Umatilla-Sand Station Section, Project E-267-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

RE: NEWPORT CONSTRUCTION COMPANY

167A

Date Nov. 12, 1932

TO: SHELL OIL COMPANY

In reply to your inquiry of Nov. 8, 1932., we submit the following information:

1. Contract let by Oregon State Highway Commission
2. Contract Number 1427
3. Road Number -
4. Section Umatilla-Washington State Line Section of the Columbia River Highway
5. County Umatilla
6. Nature of Work Surfacing
7. Length, miles 19.71
8. Principal contractor Newport Construction Company
9. Address of contractor 317 Governor Bldg., Portland, Oregon.
10. Bonding Company furnishing Surety Hartford Accident & Indemnity Company
11. Address
12. Agent of Surety Jewett, Barton & Leavy, John Kern Company,
13. Address Portland, Oregon.
14. Amount of Contract $ $129,475.00
15. Amount of Bond $ Same
16. If County job, is it state aid?
17. Approximate date set for completion June 15, 1933 is completion date.
18. Contract completed
19. Work accepted
20. Last date for filing claim
21. Amount of final estimate
22. Date payable of final estimate
23. Amount of hold-back

Signed

Capacity H. B. Glaisyer,
Secretary.

75/1427
Uma. Co

167a

PETROLEUM PRODUCTS

SHELL OIL COMPANY

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Pendleton, Oregon
November 8, 1932

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Portland, Oregon

Gentlemen:

We shall appreciate it very much if you will kindly fill out completely the first seventeen questions on the attached forms, which we are enclosing, in triplicate.

We wish this information on the Newport Construction Company, which was recently awarded a contract by your Commission on the Wallula Cut-off, near Sand Station, Oregon.

We also wish to ask that these forms be signed at the bottom, together with the capacity of the individual.

We thank you in advance for this courtesy.

Yours very truly,

SHELL OIL COMPANY

By

Credit Department.

VR
3 Encl.

PR
#167A

October 15, 1932

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen: Attention: Mr. Carl V. Mautz

We are in receipt of your letter of October 13th, referring to our previous correspondence in regard to our contract with Portland Sand and Gravel Company for grading the East Unit of the Umatilla - Sand Station Section, and requesting an explanation of the item "Hauling Gravel Topping 12,237" (yard miles) as shown in the Summary of Final Quantities which we prepared for you.

Apparently you have misunderstood the unit in which this item is measured as you ask "how far these 12,237 cubic yards were moved?". The figure 12,237 is the total number of yard miles of "Hauling Gravel Topping", (measured in half-mile units) performed in moving the 13,393 cubic yards of gravel topping materials from the pit to their position on the road.

The average distance that the 13,393 cubic yards of topping materials on this section were hauled is 0.9137 miles, measured in half-mile units.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/MK

7810

167A

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE.,

October 13, 1922

R. H. Baldock, State Highway Engineer
Salem, Oregon

Attention: S. H. Probert, Office Engineer

Re: Biggs & Hallyburton - Portland Sand
and Gravel Company

Dear Sir:

We acknowledge with thanks your letter of July 26, attached to which was a summary of the work performed on the contract by Biggs and Hallyburton.

We note from the summary that Biggs and Hallyburton hauled 12,237 yds of gravel topping from station 350 + 50 to 522+50 and we note that Biggs and Hallyburton were to receive 17¢ a mile yard. We would like to know if you can tell us how far these 12,237 cubic yards were moved so that we can estimate what Biggs and Hallyburton earned on this item.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mantz

CVM V

#12

167a

August 9, 1932.

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

I hand you herewith certified copy of notice of claim of Ruth Bensel against the Portland Sand & Gravel Company for services rendered in the sum of $38.87 in connection with a contract awarded them by the State Highway Commission for the construction of the East Unit of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County. This notice is sent you at the request of the Secretary of State as you appear as surety on the bond furnished by the Portland Sand & Gravel Company in connection with the above mentioned claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

cc
Portland Sand & Gravel Company
Rt. 1, Box 185,
Portland, Oregon.

August 9, 1932.

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building,
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of yours of the 8th instant enclosing three certified copies of the claim of Ruth Bensel. We are forwarding copies of the same to the contractor and the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

HBG:R

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 9 1932
OREGON
STATE HIGHWAY COMMISSION

August 8, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor, Portland, Oregon, and filed as of this date, a notice of claim by Ruth Bensel for labor performed in the sum of $38.57 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla Sand Station Section of the State Highway, job No. 1294.

We are enclosing for your files and information, a copy of this notice, together with two additional certified copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Portland, Oregon,
June 14, 1932.

Secretary of State,
Salem, Oregon.

Southern Surety Company of New York,
c/o Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Ruth Bensel, has a claim for wages in the sum of $38.57 against the bond taken by the Portland Sand & Gravel Company as principal, and the Southern Surety Company of New York, as surety, for work, labor and services performed as a bookkeeper, said work, labor and services being for regular work hours, eight hours per day, between the dates of September 15, 1931 and October 10, 1931, in connection with the Umatilla Sand Station section of the state highway, job 1294.

Very truly yours,

RUTH BENSEL

Indorsed: File No. 2069
Filed August 8, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Ruth Bensel for labor performed in the sum of $38.57 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla Sand Station section of the State highway, job 1294, with the original notice filed in the office of the Secretary of State on August 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 4, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to intermediate voucher for Oregon E.C.H.P. No. E-167-A, for the period from June 27, 1933, to July 26, 1933, submitted for $14,038.48.

The unit price for sprinkling is given as $1.80 per M. Gal. The correct price is $1.60 per M. Gal. The correct extension is $2,446.40 instead of $2,752.20, and the total work done is $74,099.24 instead of $74,405.04. The correct total amount claimed from Federal Aid Funds is $22,229.77, and from Emergency Construction Highway Funds $51,869.47. The voucher is therefore being recommended for payment in the reduced amount of $13,732.68.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

14038.48
13732.68
305.80

J-14

RECEIVED
AUG 5 - 1933
OREGON
STATE HIGHWAY COMMISSION

#1

167a

August 4, 1932

Southern Surety Company of N. Y.
% Baten, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

It has come to our attention that Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, are indebted to Ruth Bengel, in the sum of $58.57, for services rendered.

This is in connection with State Highway Contract No. 1294, which was awarded to Portland Sand & Gravel Company for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We are giving you this information as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

cc Portland Sand & Gravel Co.,
Route 1, B. 185,
Portland, Oregon

August 4, 1932

Bureau of Labor,
101 Courthouse,
Portland, Oregon.

Attention of Mr. Charles H. Elroy, Deputy Commissioner
of Labor

Gentlemen:

In response to your request of the second instant, I am handing you a certified copy of the contract awarded to Portland Sand & Gravel Company for the construction of the east unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County -- State Highway Contract No. 1294.

This is being sent to you pursuant to the affidavit of Ruth Bensel, who states that the Portland Sand & Gravel Company is indebted to her in the sum of $38.57 on account of services rendered to Biggs & Hallyburton, subcontractors on this work.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

GRAM
MISSIONER OF LABOR

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

STATE OF OREGON
BUREAU OF LABOR
ROOM 101 COURT HOUSE

PORTLAND, OREGON,
August 2, 1932.

State Highway Commission,
Capitol Building,
Salem, Oregon.

Gentlemen:

Enclosed you will find affidavit of Ruth Bensel who was employed by Biggs & Hallyburton, sub-contractors under the Portland Sand & Gravel Company, in connection with the Umatilla Sand Station section of the state highway, Job No. 1294.

Inasmuch as this claim has been assigned to the Bureau for handling we will appreciate receiving a certified copy of the contract and bond of the Portland Sand & Gravel Company covering this project.

Very truly yours,

BUREAU OF LABOR
By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

ANSWERED
H. B. G.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, Ruth Bensel, being first duly sworn depose and say that I was employed by Biggs & Hallyburton, sub-contractors under the Portland Sand & Gravel Company, original contractors, as a bookkeeper at the rate of $50.00 per month and that I performed work labor and services on behalf of said Biggs & Hallyburton, sub-contractors under the Portland Sand & Gravel Company, original contractors, in connection with the Umatilla Sand Station section of the state highway, Job No. 1294; that I have not been paid for such work, labor and services on said state work; that there is due and owing me the sum of approximately $38.57 for said work, labor and services; that I have made demand upon said Biggs & Hallyburton, sub-contractors, and Portland Sand & Gravel Company, original contractors, but they have each failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of the Portland Sand & Gravel Company from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Ruth Bensel

Subscribed and sworn to before me this 26 day of ~~June~~ July, 1932.

A H Norton
Notary Public for Oregon
Feb 26. 1933
My commission expires

167a

July 26, 1932.

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen: Attention: Mr. Geo. A. Mercer

We have your letter of July 22nd, requesting further information in regard to the final quantities on our contract with the Portland Sand and Gravel Company for grading the East Unit of the Umatilla-Sand Station Section.

Our field records, showing the work performed on each station, are rather bulky, and are not in a convenient form to copy. Therefore, we have summarized the work performed on the contract and segregated it into the sections in which you are interested.

We are enclosing an extra copy of this summary for your home office.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/EH.

encl.

SUMMARY OF FINAL QUANTITIES ON EAST UNIT, UMATILLA-SAND STATION GRADING CONTRACT (NO. 1294)

Items	Station 350+50 to 522+50	Station 522+50 to 631+00	Cold Springs Highway	Totals
Clearing and Grubbing	100%	100%	100%	100%
Common Excavation	58,871.0	51,393.9	12,813.8	123,078.7
Solid Rock Excavation	8,957.0	874.0	299.7	10,130.7
Culvert Excavation	793.2	74.5	- -	867.7
Overhaul	77,537	64,745.0	23,045	165,327.0
Truck Haul	5,832.4	5,104.2	45.8	10,982.4
18" Corr. Galv. Iron Pipe	682	274	30	986
24" Corr. Galv. Iron Pipe	- -	74	- -	74
36" Corr. Galv. Iron Pipe	72	- -	- -	72
Gravel Topping, Digging	13,393 cu. yd.	8,472	1,299	23,164
Hauling Gravel Topping	12,237 yd. mi.	23,802	2,196.5	38,235.5
Stripping Gravel Pits	4,174.2	- -	- -	4,174.2
Salvaging Surf. Materials	- -	- -	287.1	287.1
Class "B" Concrete	- -	13.65	- -	13.65
Lumber and Timber	- -	28.394	- -	28,394
Riprap	48.1	37.1	- -	85.2
Force Account				
Removing Oversize Gravel from Topping				$ 399.24
Work on Pit which was abandoned				$ 357.14

9810

167a

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE.,

July 22, 1932

R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Att'n: S. H. Probert, Office Engineer

Dear Sir: Re: Biggs & Hallyburton - Portland Sand & Gravel Company

Thank you for your letter of July 21st in the above caption. In reviewing our file I find that the memorandum addressed to Mr. Mautz which you refer to is in the file and has served its purpose, however, our HomeOffice is desirous of learning the work performed on each station. We quote from their letter as follows:

" The information we would like to have is the quantities of work performed under the various units between the stations covered by our bond, that is, stations 350.50 to 522.50. Under the contract that we bonded, for instance, there was estimated 75,000 cubic yards of common escavation and our principal performed under both the original and supplemental contracts 123,078 cubic yards and whether more or less work was performed by our principal than originally estimated, it would be necessary to perform, under the original contract, we have no way of determining, but the Highway Department no doubt have record of all work performed on each station and this is the information that will be necessary for us to have".

You can therefore see that the statement furnished us March 30th does not give the information above requested.

Thanking you for your kind assistance and cooperation in this matter, I remain

Yours very truly,

George A. Mercer.

GAM/d

167a

- 322+50

[illegible] A. Berger

0th, requesting a record
/burton under the sub-
al Company for grading the
Section of the Columbia

to your office in our let-
attention of Carl V. Houte.
r in your files, we will be

ly yours,

H. BALDOCK,
State Highway Engineer,

y

S. H. Probert,
Office Engineer.

Dict. by D. G. DeGart/ER.

July 21, 1932.

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen: **Attention: George A. Mercer**

We have your letter of July 19th, requesting a record of the work performed by Biggs and Hallyburton under the sub-contract with the Portland Sand and Gravel Company for grading the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We furnished this information to your office in our letter of March 25, 1932, directed to the attention of Carl V. Mautz. If you do not have a copy of this letter in your files, we will be glad to furnish you with one.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE.,
July 19, 1932

R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir: Re: Biggs & Hallyburton

We are desirous of securing the following information:

The amount of work performed under the various units between stations covered by our bond, that is, stations 350.50 to 522.50. Under the contract we bonded 75,000 cubic yards excavation and our principal performed under the original and supplemental contracts 123,078 cubic yards. In other words, we would appreciate having a record of all work performed on each station.

Thanking you in advance for the above information, I am,

Yours very truly,

George A. Mercer

GAM/d

RECEIVED
JUL [illegible] 1932

June 29, 1932

Mr. J. M. Devers,
Office.

Dear Sir:

In response to your request of June 28, we are handing you herewith list of claims that have been filed against State Highway Contract No. 1280, awarded to H. E. Schmeer, and State Highway Contract No. 1294, awarded to Portland Sand and Gravel Company.

Secretary

AJ

SM 1-32

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

June 28, 1932

Mr. H. B. Glaisyer,
Office.

Dear Sir:

With respect to the notice of insolvency served on the Highway Commission relative to the financial status of the Southern Surety Company of New York, which notice you have sent to me, I wish you would supply me with a list of the claims which have been filed with the Highway Commission against state highway contract No. 1280 held by H. E. Schmeer and state highway contract No. 1294 held by the Portland Sand and Gravel Company.

Yours truly

J. M. Devers
P.W.

J. M. DEVERS

JMD:PW

JM:
Please get me a list as stated -
HBG

H. B. G:
See list attached.
J. Smith

167A

June 25, 1932

Mr. J. M. Devers
Office

Dear Sir:

I inclose two notices from the Insurance Department of the State of New York in which we are advised that the Southern Surety Company of New York has gone into the hands of the Receiver. I am notifying those who have claims against the bonds of this company to file their claims before October 27, 1932.

Investigation of our records shows that we have two contracts on which the Southern Surety Company of New York appear as sureties:

No. 1280, H. E. Schmeer, Regrading and resurfacing of the Nye-Pilot Rock section of the Oregon-Washington Highway in Umatilla, County;

No. 1294, Portland Sand and Gravel Company, Grading of the East Unit of the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County.

Final payment has been made in connection with both of these contracts but there are a number of outstanding claims against each of them.

These notices are being handed to you for whatever action it may be necessary to take in order to protect the interests of the State Highway Commission.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

inclosure

#1293

R 167A

H. B. G.

Contracts bonded by Southern Surety Company are as follows:

No. 1280 - H. E. Schmeer - Nye-Pilot Rock Section of the Oregon-Washington Highway in Umatilla County - 7.80 miles of regrading and resurfacing - Was completed Oct, 17, 1931 and final payment has been made Jan, 29, 1932 -

No. 1284 - Portland Sand & Gravel Co. - East Unit - Umatilla-Sand Station Section of the Columbia River Highway in Umatilla Co. On 5.31 Miles of grading - was completed Sept, 19, 1931 - Final payment was made Nov, 14, 1931 -

Resident agents for both of above contracts was Bates, Lively & Pearson,
Yeon Bldg., Portland.

For your information I wish to advise that we have had notice of numerous claims against both of the above contracts.

We have your letter of June [illegible] inclosing receipt and release of claim of W. E. Kennedy against the bond of the Metropolitan Casualty Insurance Company of New York filed in connection with the State Highway Contract No. 1293 awarded to O. D. Wolfe for the grading of the Umatilla-Sand Station Section of the Columbia River Highway. You also forwarded assignment executed by the claimant to the Commissioner of the Bureau of Labor.

The above papers have been placed on file.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

#1293

OR167A

June 8, 1932
Dict. 6/7/32

Mr. John Lichty
Attorney at Law
Failing Building
Portland, Oregon

Dear Sir:

We have your letter of June 6 inclosing receipt and release of claim of W. E. Kennedy against the bond of the Metropolitan Casualty Insurance Company of New York filed in connection with the State Highway Contract No. 1293 awarded to O. D. Wolfe for the grading of the Umatilla-Sand Station Section of the Columbia River Highway. You also forwarded assignment executed by the claimant to the Commissioner of the Bureau of Labor .

The above papers have been placed on file.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

June 8, 1932
,Dict. 6/7/32

F. Reed McBride, Administrator
Estate of O. D. Wolfe
Pacific Building
Portland, Oregon

Dear Sir:

For your information we advise you that we have today received receipt and release of claim of W. E. Kennedy against the bond of the Metropolitan Insurance Company of New York, filed in connection with State Highway Contract No. 1293 awarded to O. D. Wolfe for the grading of the Umatilla-Sand Station Section of the Columbia River Highway. We also received assignment executed by W. E. Kennedy, the claimant, to the Commissioner of the Bureau of Labor.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Metropolitan Casualty Insurance Co.
Tate, Westenfelder & Berg, Inc., Agents
Wilcox Building
Portland, Oregon

JOHN LICHTY
ATTORNEY AT LAW
507 FAILING BUILDING
PORTLAND, OREGON

June 6, 1932

RECEIVED
JUN 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Department
Salem, Oregon

Re: Highway Contract 1293
O. D. Wolfe

Gentlemen:

Enclosed herewith is receipt and release of claim of W. E. Kennedy against the bond of the Metropolitan Casualty Insurance Company of New York filed in connection with the above contract.

I also enclose assignment executed by the above claimant, W. E. Kennedy, to the Commissioner of the Bureau of Labor of the State of Oregon.

Yours very truly,

John Lichty

John Lichty.

JL:A
Encs.

RECEIPT AND RELEASE

IN CONSIDERATION of the payment to the Bureau of Labor of the State of Oregon, of the sum of Three Hundred Seven ($307.00) Dollars, in trust for W. E. Kennedy, the undersigned, Commissioner of Labor of the State of Oregon

DOES HEREBY ACKNOWLEDGE full and complete satisfaction of any and all claims of the said W. E. Kennedy for labor performed for O. D. Wolfe, and

DOES FURTHER RELEASE AND DISCHARGE THE CLAIM heretofore filed with the Secretary of State of the State of Oregon against the bond taken from the said O. D. Wolfe and the Metropolitan Casualty Insurance Company of New York in connection with the performance by the said O. D. Wolfe of State Contract No. 1293 for grading and surfacing a portion of the Umatilla Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, said claim having been assigned by the said W. E. Kennedy to the undersigned under date of March 7th, 1932.

DATED this 6th day of June, 1932.

COMMISSIONER OF LABOR, STATE OF OREGON

BY: Charl. H. Elroy

Deputy.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, that I, W. E. Kennedy, of Hermiston, in the County of Umatilla, State of Oregon, have assigned, transferred and set over, and by these presents do assign, transfer and set over unto the Commissioner of the Bureau of Labor of the State of Oregon, all my right, title, interest and claim in and to wages, salary or compensation now due, owing and unpaid to me by W. D. Wolfe, of ...., in the County of ...., State of ~~Oregon,~~ Washington as employer, in the sum of $313.20, in trust, however, for the purposes provided in chapter 287, Oregon Laws 1931.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th day of March, 1932.

W. E. Kennedy

STATE OF OREGON,
County of Umatilla } ss.

BE IT REMEMBERED that on this 7th day of March, 1932, before me, a notary public in and for the State of Oregon, personally appeared the within named W. E. Kennedy, who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my official seal this the day and year first in this, my certificate, written.

W. J. Warner
Notary Public for Oregon

My commission expires Dec 21, 1932

RECEIVED
MAR 10 1932
C. H. GRAM
State Labor Commissioner
BUREAU OF LABOR
State of Oregon

D
32
C. H. GRAM
State Labor Commissioner

PR167a
West

April 23, 1932

U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Attention of Mr. W. A. Wiest

Gentlemen:

The date mentioned in your letter of April 22 is correct.

State Highway Contract No. 1293, which was awarded to O. D. Wolfe for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, was completed on September 23, 1931. This date is also considered as the official date of acceptance of the contract on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CAPITAL PAID IN CASH $10,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

April 22, 1932

Kelley Brothers

Mr. H. B. Glaisyer,
State Highway Commission,
Salem, Oregon.

Dear Sir:

State Highway Contract #1293
O. D. Wolfe, contractor-
West Unit of Umatilla-Sand Sta.
Section of Columbia River Highway.

It is our understanding that this work was completed and accepted by the State on September 23, 1931. Will you please verify this by letter, or correct me if I am in error?

Yours very truly,

WAWiest

WAW:ET

PR 167A
East Unit

PR #

March 25, 1932

Bates, Lively & Pearson
Yeon Building
Portland, Oregon

Attention Mr. Carl Y. Mautz

Gentlemen:

As requested in your letter of March 7th, we have checked over the subcontract entered into between Biggs and Hallyburton and the Portland Sand and Gravel Company, which subcontract relates to the performance of work under the Portland Sand and Gravel Company contract for the grading of the East Unit of the Umatilla-Sand Section of the Columbia River Highway.

If our interpretation of the subcontract and of the agreement supplemental thereto, which was entered into on May 29, 1931, is correct, Biggs and Hallyburton contracted to perform all of the work to be done under the Portland Sand and Gravel Company's contract with the State Highway Commission. We are not in a position to state whether or not Biggs and Hallyburton did perform all of the work that was performed under the contract, but if we assume that they did, then the amount earned by Biggs and Hallyburton would be as indicated by the following statement:

Item	Quantities		Unit Price	Amount
Clearing and Grubbing	All Required			$ 750.00
Common Excavation	123,078.7	Cu. Yds.	$ 0.17	20,923.38
Solid Rock Excavation	10,130.7	" "	0.83	8,408.48
Culvert Excavation	867.7	" "	0.175	151.85
Overhaul	165,327.0	" " Sta.	0.025	4,133.18
Truck Haul	10,982.4	" " Mis.	0.18	1,976.83
Corr. Galv. Iron Pipe	1,132	Lin. Ft.	0.25	283.00
Gravel Topping-Digging	23,164	Cu. Yds.	0.28	6,485.92
Gravel Topping-Hauling	38,235.5	Yd. Miles	0.17	6,500.04
Salvage Surf. Materials	287.1	Cu. Yds.	0.80	229.68
Riprap	85.2	" "	2.00	170.40
Total -				$ 50,012.76

In addition to the work listed in the above statement, a considerable amount of work was performed on the project for which no basis of payment is provided in the subcontract or the supplemental agreement.

The items of work thus involved are as follows:

Stripping Gravel Pits	4,174.2 Cu. Yds.
Class B Concrete	13.65 Cu. Yds.
Lumber and Timber	28.394 M-FBM

There was also some force account work performed. The items of work involved and the amounts paid to the Portland Sand and Gravel Company therefor were as follows:

Removing oversize rock from gravel topping	$ 399.24
Work done at gravel pit which was abandoned	357.14

We are sorry that we have not been able to provide this information sooner, but the press of other business has not permitted.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:EF

20M 6-31

STATE OF OREGON

TABULATION SHEET

HIGHWAY DEPARTMENT

Contract [illegible]

Portland [illegible]

[illegible] ters.

[illegible]			[illegible]
			$
[illegible]	[illegible] 1		750.00
[illegible]	[illegible]	17¢	20,423.38
[illegible]	[illegible]	@ 25¢	8,408.48
[illegible]	[illegible]	@ 17½¢	151.85
[illegible]	[illegible]	@ [illegible]	4,133.18
Overhaul	10,982.4 [illegible]	@ 18¢	1,976.83
[illegible]	1,132 [illegible]	@ 25¢	283.00
[illegible]	23,164 [illegible]	@ 28¢	6,485.92
[illegible]	[illegible]	@ 17¢	6,500.04
[illegible]	287.1 cu. yd.	@ 80¢	229.68
Riprap	85.2 cu. yd.	@ 2.00	170.40
Total			$ 50,012.76

[illegible] in [illegible] Contract

[illegible]	4,142 [illegible]
[illegible]	13.65 [illegible]
[illegible]	28.344 M. FBM.

Force [illegible]

#1 Pick out [illegible]	$ 311.24
#2 [illegible]	$ 357.14

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

RECEIVED
MAR 8 1932
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, ORE.,
March 7, 1932

R. H. Baldock, State Highway Engineer
Salem, Oregon

Attention: Mr. Probert, Office Engineer

Re: Contract #1294 - Portland, Sand and Gravel Company

Dear Sir:

On January 8, 1932 you sent us copy of final estimate under the above contract.

From your final estimate we started to compute what Biggs and Hallyburton had earned on the basis of the Unit Prices contained in their subcontract. From the wording of the subcontract, we were able to determine for the most part what Biggs and Hallyburton had earned but there were some items in doubt and which we were unable to compute.

A serious controversy has arisen between the Portland Sand and Gravel and Biggs and Hallyburton which will eventually resolve itself into litigation between these two concerns as a result of which the Surety will also be drawn in as a party litigant. At that time you undoubtedly will be called upon to give testimony as to the amount of work done by Biggs and Hallyburton and the amount due them from the Portland Sand and Gravel.

Due to our inability to compute exactly what is due Biggs and Hallyburton, we will have to presume on your good nature to compute the amount due them and we are inclosing copy of the contract between Biggs and Hallyburton and the Portland Sand and Gravel showing the work to be done and the Unit Prices.

#2
R. H. Baldock, State Highway Engineer
March 7, 1932

We believe that we formerly sent you copy of the subcontract but to be absolutely sure, we are sending you additional copy.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mautz

CVM V

Portland, Oregon
May ______1931.

THIS AGREEMENT made and entered into this ____day of May, 1931, by and between the Portland Sand & Gravel Co., party of the first part, and J. M. Biggs and J. E. Hallyburton, party of the second part:

That for an inconsideration of the delivery of a $15,000, Surety Bond by the party of the second part to the parties of the first part, and other agreement herein contained, the parties of the first part agree and hereby subcontract to the parties of the second part that portion of the East unit of the Umatilla-Sand [illegible] station on the Columbia River Highway in Umatilla County, Oregon; from station 350.50 to station 522.50 and according to the specifications as set forth by the Oregon State Highway Commission covering the above described unit, for the following prices; Common excuvation 75.000 cu. yds. @ 17¢ per cu. yd; Sold rock excuvation 2500 cu. yds. @ 83¢ per cu. yd. Overhaul 36,210 station yds @ .02½; Truck Haul 6,835 mile yds. @ 18¢ Rip Rap 50 yds. at $2.00; Salvage and replacing surface materials 400 yds. @ 80¢; Clearing and grubbing the entire East unit of the above right-of-way $750.00; All yards referred to above is Cubic Yards, and the total consideration of the contract to be $18,337.00.

It is further agreed that the following is agreed to by all the parties hereto. In the event that the work is not progressing at a rate satisfactory to the engineer, and the delinquency is of such nature and degree as to warrant the conclusion on the part of theengineer that the contract will not be completed within the time specified, then the contractor agrees upon the order of the engineer, that the said Portland Sand & Gravel Company is hereby authorized to install and employ such necessary equipment and additional labor as in their judgment will be necessary to insured the completion of the job before August 15, 1931. The failure of the Portland Sand & Gravel Co. to order additional equipment or labor shall not, however, relieve the contractor of his obligation to complete said job within the time specified.

In witness whereof the parties hereto have hereunto set their hand the day and year first above written.

Further, the parties of the first part agree to remit to the parties of the second part their estimates within three days from date of receipt of state Highway Commission.

Executed in the presence of:

____

____

____

____

L. E. Craswell (SEAL)
O. G. McIntyre (SEAL)
James Bonn (SEAL)
Parties of the first part

________________________(SEAL)
________________________(SEAL)
Parties of the second part

STATE OF OREGON)
County of Multnomah) ss

Sworn and subscribed to before me this______day of May, 1931.

____
Notary Public for Oregon

Commission Expires ____________________

Hermiston, Oregon May 29, 1932

As a continuation of that certain contract between the Portland Sand and Gravel Company of Portland, Oregon and Biggs and Hallyburton of Hermiston, Oregon, entered into the 12th day of May, 1931 at Portland, Oregon, it is further agreed between the parties hereto that Biggs and Hallyburton agree to sub-contract the balance of the East unit of the Umatilla Sand station on the Columbia River Highway in Umatilla County, Oregon as provided in the above referred contract and being from station 522.50 to 631 for the prices referred to. In addition to the specified amounts of work referred to the following is included at and for the prices below:

The laying of all the corrugated pipes used on the unit at the price of 25¢ per lineal foot plus excavation cost of 17½¢ per yard.

The digging and gravel topping of the entire unit at the following prices: Digging approximately 22,000 yards at 28¢ per cubic yard; hauling approximately 22,000 yards at 17¢ per yard mile, split on the half mile, plus grading.

All excavation that will be required on the Cold SpringsRoad at prices common or rock prices.

The parties hereto have herunto set their hands this day and year first above written.

For Portland Sand & Gravel Co.

For Biggs & Hallyburton

#1294

PP1679
East unit

March 23, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of March 21, in which you enclose certified copies of notice of claim filed by Biggs & Hallyburton against Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being in the sum of $14,127.88 for work done on the above described project.

We are today forwarding copies of the claim to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

STATE OF OREGON

RECEIVED
[illegible]

March 25, 1932

Southern Surety Company of N. Y.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by Raley, Raley & Warner, attorneys of Pendleton, in behalf of Biggs & Hallyburton against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Said claim is in the sum of $14,127.88 and is for services performed for Portland Sand & Gravel Co., in connection with the above described project.

This information is furnished you as you wrote the bond for the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland

ecretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
MAR 23 1932
OREGON
STATE HIGHWAY COMMISSION

March 21, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley-Raley and Warner, Attorneys, Pendleton, and filed as of this date, a notice of claim by Biggs & Hallyburton for labor and materials furnished in the sum of $14,127.88 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway, State Highway contract No. 1294.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, Biggs & Hallyburton, co-partners of Hermiston, Oregon, has a claim for labor and materials furnished in the sum of $14127.88 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York, as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions, and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the East Unit of the Umatilla-Sand Station section in Umatilla County on the Columbia River Highway and which said contract is numbered 1294.

Executed in duplicate this 18th day of March, 1932.

BIGGS & HALLYBURTON

By J. M. BIGGS
One of partners

Subscribed and sworn to before me this 18th day of March, 1932.

ALFRED F. CUNHA
Notary Public for Oregon

(SEAL)

My commission expires: Nov. 30, 1933

Endorsed: File No.2086
Filed March 21, 1932
HAL E. HOSS
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Biggs & Hallyburton for materials and labor furnished in the sum of $14127.88 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1294, with the original notice filed in the office of the Secretary of State on March 21, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of March, A. D. 1932.

Hal E Hoss

Secretary of State

#1294

PR167a
East Unit

March 21, 1932

Raley, Raley & Warner
Attorneys at Law
First National Bank Bldg.
Pendleton, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 18th instant inclosing a notice of the claim of Biggs & Hallyburton against the Portland Sand & Gravel Company, the same being in the sum of $14,127.88 for services rendered the Portland Sand & Gravel Company in connection with their contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are today calling this matter to the attention of the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

March 21, 1932

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

This is to advise that we have received in this office a copy of the notice of claim of Biggs & Hallyburton against the Portland Sand & Gravel Company in connection with the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, said claim being for labor and materials furnished in connection with said contract in the sum of $14,127.88.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

cc Portland Sand & Gravel Company
Route 1 Box 185
Portland, Oregon

67

J. M. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
1 8
19 32

State Highway Commission
Salem, Oregon

Gentlemen; Re: Biggs & Hallyburton

We enclose herewith the affidavit of J. M. Biggs, of the partners of Biggs & Hallyburton, of Hermiston, Oregon, requesting a certified copy of the bond given by the Portland Sand & Gravel Co. in connection with its contract for grading of the East Unit of the Umatilla-Sand Section of the Columbia River Highway.

Yours truly,

RALEY, RALEY & WARNER

By Alfred F Cunha

ANSWERED
H. B. G.

STATE OF OREGON)
)ss.
UMATILLA COUNTY)

I, J. M. Biggs, being first duly sworn on oath, depose and say:

That I am one of the partners of the co-partnership of Biggs & Hallyburton.

That on or about the 2nd day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for roadwork for the State with the Portland Sand & Gravel Co., for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, and which said contract affiant is advised is known as No. 1294.

That the work done under said contract has been done under the direction of the State Highway Commission of the State ofOregon; that thereafter, to-wit: on or about the 12th day of May, and the 29th day of May, this affiant, with his partner, Hallyburton, which partnership is known as Biggs & Hallyburton, entered in certain sub-contracts with the Portland Sand& Gravel Co. wherein and whereby the said Biggs & Hallyburton agreed to do certain work and labor and furnish materials for which the said Portland Sand & Gravel Co. agreed to pay said Biggs & Hallyburton the sum agreed in said contracts to be paid, as therein stipulated.

That the said Biggs & Hallyburton has fully complied with the said agreement and hasfurnished said labor and materials to said Portland Sand & Gravel Co.

That thereafter there was paid on said contracts by the said Portland Sand & Gravel Co. to said Biggs & Hallyburton the sum of $37896.56 That by reason of the premises, there remains a balance due of $14127.88 from said Portland Sand & Gravel Co. to said Biggs & Hallyburton by reason ofwork performed under the aforesaid sub-contract.

That no portion of said balance has been paid, and there is now due and owing to the said Biggs & Hallyburton the sum of $14127.81 over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from the 15 day of December, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bonds given by the contractors to the State of Oregon to secure the performance of said contracts as required by Section 67-1101 Oregon Code for 1930, as amended by Chapter 280, Oregon Laws for 1931.

Subscribed and sworn to before me this 18th day of March, 1932.

Notary Public for Oregon
My commission expires: Nov. 30. 1933

57

J. H. RALEY
J. R RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
1 8
19 32

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Biggs & Hallyburton-Cont. 1294

We enclose herewith for filing in behalf of Biggs & Hallyburton, of Hermiston, Oregon, a notice of its claim against Southern Surety Company of New York, as surety for Portland Sand & Gravel Company.

This claim is filed pursuant to the terms of Section 67-1101 Oregon Code for 1930 as amended.

Yours truly,

RALEY, RALEY & WARNER

By Alfred F Cunha

M H

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

Notice is hereby given that the undersigned, Biggs & Hallyburton, co-partners of Hermiston, Oregon, has a claim for labor and materials furnished in the sum of $14127.89 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York, as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions, and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacingand construction of the East Unit of the Umatilla-Sand Station section in Umatilla County on the Columbia River Highway, and which said contract is numbered 1294.

Executed in duplicate this 18th day of March, 1932.

BIGGS & HALLYBURTON

By ______________

One of partners

Subscribed and sworn to before me this 18th day of March, 1932.

____

Notary Public for Oregon

My commission expires: N [illegible]

#1294

PR167.a
East Unit

March 18, 1932

Raley, Raley & Warner,
Attorneys at Law,
Pendleton, Oregon.

Gentlemen:

In response to your request of March 16, we hand you herewith a certified copy of the contract and bond of Portland Sand & Gravel Company in connection with State Highway Contract No. 1294 - grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
1 6
19 32

RECEIVED
MAR 17 1932
[illegible] COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen:

We enclose herewith affidavit of C. G. Burk requesting certified copy of the bond given by Portland Sand & Gravel Company in connection with its contract for the grading of the East Unit of the Umatilla-Sand Station section of the Columbia River Highway and known as Contract No. 1294.

Yours truly,

RALEY, RALEY & WARNER

By HJWarner

STATE OF OREGON)
)ss.
UMATILLA COUNTY)

I, C. G. Burk, being first duly sworn on oath, depose and say:

That I am the President of C. G. Burk's Inc., an Oregon corporation, with its principal place of business at Hermiston, Oregon.

That on or about the 2nd day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for the State of Oregon, with the Portland Sand & Gravel Company, for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River highway in Umatilla County, Oregon, and which said contract affiant is advised is known as No. 1294.

That the work done under said contract was done under the direction of the State Highway Commission of the State of Oregon.

That heretofore, to-wit: on and between the 1st day of August, 1931, and the 16th day of Sept, 1931, both dates inclusive, said C. G. Burk's, Inc., at the special instance and request of Biggs & Hallyburton, sub-contractors under the said Portland Sand & Gravel Co., rendered labor and furnished materials in connection with the construction of said highway under the terms of the said contract, for which the said Biggs & Hallyburton promised and agreed to pay on demand.

That the value of said services rendered and said materials furnished by the said C. G. Burk's, Inc., as aforesaid, is the sum of $89.55. That no portion of said amount has been paid, and that there is now due and owing to the said C. G. Burk's Inc., the sum of $89.55 over and above all just credits and offsets, together with interest thereon at the

15th

rate of 6% per annum from the [illegible] day of Sept., until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and the bonds given by the sub-contractors to the State of Oregon to secure the performance of said contract as required by Section 67-1101, Oregon Code for 1930, as amended by Chapter 280, Oregon Laws for 1931.

Chas. G. Burk

Subscribed and sworn to before me this 15th day of March, 1932.

A H Norton
Notary Public for Oregon

My commission expires:
Feb 16. 1933.

PR1679
East Unit

March 18, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 17, enclosing certified copies of notice of claim filed by C. G. Burk's Inc., against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for $89.55 for labor and materials furnished to Biggs & Hallyburton, subcontractors.

As per your suggestion, we are today mailing copies of said notice to the original contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 12, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by Raley, Raley & Warner, Pendleton attorneys, in behalf of C. G. Burk's Inc., against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Said claim is in the amount of $89.55 and is for labor and materials furnished to Biggs & Hallyburton, subcontractors.

This information is given you as you appear as surety on the bond of the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

MAR [illegible] 1932
STATE [illegible] COMMISSION

March 17, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys, Pendleton, Oregon, and filed as of this date, a notice of claim by C. G. Burk's Inc. for labor and materials furnished in the sum of $89.55 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1294.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

To the State of Oregon, Hal E. Hoss, as Secretary of State, and the State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, C. G. Burk's Inc., of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $89.55, against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms and conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing, and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County, Oregon, on the Columbia River Highway, and which said contract is numbered 1294.

That hereto attached, marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

Executed in duplicate this 15 day of March, 1932.

C. G. Burk's Inc.,

By CHAS. G. BURK
Its President

Subscribed and sworn to before me this 15th day of March, 1932.

(SEAL)

A. H. NORTON
Notary Public for Oregon
My commission expires Feb. 26, 1935.

* * * * * * * * * * * * * * * * * * *

EXHIBIT A

BIGGS & HALLYBURTON

to

C. G. BURK'S INC.

1931		
Aug. 2	1 pr. overalls 1.50 3 soap .15	1.65
Aug. 10	2 B. V. D. 2.00 2 shirts 2.00 1 U. suit 1.15 2 pr. sox .50	5.65
Aug. 15	1 pr. shoes	5.50
Aug. 19	1 shirt	.85
Aug. 20	1 doz. gloves	5.50
Aug. 22	3 pr. sox	.75
Aug. 24	1 shirt	1.00
Aug. 25	1 shirt 1.10 Overalls L.50 B.V.D. 1.00	3.60
Aug. 26	6 pr. sox	1.20
Aug. 27	1 shirt	2.00
Aug. 29	1 pr. overalls	1.85
	Total	$29.55
	By assignment of wage claim of Jack C. Smith 60.00	$60.00
	Total	$89.55

Endorsed: File No. 2027
Filed March 17, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by C. G. Burk's Inc. for labor and materials furnished in the sum of $89.55 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1294, with the original notice filed in the office of the Secretary of State on March 17, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of March, A. D. 1932.

Hal E Hoss

Secretary of State

March 18, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Building,
Pendleton, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of March 16, enclosing notice of claim of C. O. Burk's Inc., against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We note that said claim is in the sum of $89.55 and is for labor performed and materials furnished to Biggs & Hallyburton, subcontractors.

This claim is being filed as requested by you.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

RECEIVED
[illegible] 1932

March
1 6
19 32

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: C. G. Burk's, Inc.-
Biggs & Hallyburton-Contract
1294

We enclose herewith for filing on behalf of C. G. Burk's Inc., a notice of its claim against Biggs & Hallyburton and Southern Surety Company of New York as surety for Portland Sand & Gravel Co.

This claim is filed pursuant to the terms of Section 67-1101 Oregon Code for 1930, as amended.

Yours truly,

RALEY, RALEY & WARNER

By

To the State of Oregon, Hal E. Hoss, as Secretary of State, and the State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, C. G. Burk's Inc., of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $89.55, against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms and conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing, and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County, Oregon, on the Columbia River Highway, and which said contract is numbered 1294.

That hereto attached, marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

Executed in duplicate this 15 day of March, 1932.

C. G. Burk's Inc.,
By Chas. G. Burk
Its President

Subscribed and sworn to before me this 15th day of March, 1932

A H Norton
Notary Public for Oregon
My commission expires:
Feb 26. 1933

EXHIBIT A

BIGGS & HALLYBURTON

to

C. G. BURK'S INC.

1931		
Aug. 2	1 pr. overalls 1.50 3 soap .15	1.65
Aug. 10	2 B.V.D. 2.00 2 shirts 2.00 1 U. suit 1.15 2 pr. sox .50	5.65
Aug. 15	1 pr. shoes	5.50
Aug. 19	1 shirt	.85
Aug. 20	1 doz. gloves	5.50
Aug. 22	3 pr. sox	.75
Aug. 24	1 shirt	1.00
Aug. 25	1 shirt 1.10 Overalls 1.50 B.V.D. 1.00	3.60
Aug. 26	6 pr. sox	1.20
Aug. 27	1 shirt	2.00
Aug. 29	1 prl overalls	1.85
	Total	$29.55
	By assignment of wage claim of Jack C. Smith 6⁰⁰	$[illegible]0.00
	Total	$[illegible]9.55

#12

PR167a
East Unit

March 8, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of March 7, enclosing copies of notice of claim of Oregon Hardware & Implement Company against Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for materials furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co.

As suggested by you, we are today forwarding copies of said notice to the original contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 5, 1932

Southern Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by Raley, Raley & Warner, Pendleton attorneys, for Oregon Hardware & Implement Company against Portland Sand & Gravel Company, who have the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The claim is in the sum of $144.34 and is for materials furnished to Biggs & Hallyburton, subcontractors.

This information is given you as you appear as surety on the bond of the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 8 1932
OREGON
STATE HIGHWAY COMMISSION

March 7, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys, Pendleton, Oregon, and filed as of this date, a notice of claim by Oregon Hardware & Implement Company for materials furnished in the sum of $144.34 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1294.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

To: State of Oregon, Hal E. Hoss, as Secretary of said State of Oregon, and the State Highway Commission of the State of Oregon

NOTICE IS HEREBY GIVEN that Oregon Hardware & Implement Company, a partnership composed of E. T. Fraser and F. C. McKenzie of Hermiston, Oregon, has a claim for materials furnished in the sum of $144.34, against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission of the State of Oregon on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing, and construction of the east unit of the Umatilla-Sand Station section in Umatilla County, Oregon, on the Columbia River Highway, and which said contract is numbered 1294.

That hereto attached and marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's demand as aforesaid.

Executed in duplicate this 3d day of March, 1932.

OREGON HARDWARE & IMPLEMENT COMPANY

By F. C. MC KENZIE
One of the Partners

Subscribed and sworn to before me this 3d day of March, 1932.

A. H. NORTON
Notary Public for Oregon
(SEAL) My commission expires: Fe b. 26, 1935

* * * * ** * * * * * *

EXHIBIT A

BIGGS & HALLYBURTON

To
OREGON HARDWARE & IMPLEMENT CO.

1931		
Jun. 22	2-1½" Galv. ells .90-1-1½" 45° ell .50	1.40
	1-1½" gr. Jt. union .60 1-1½" coupling .50 1-1½ x 5 nipple.30	1.40
Jul. 1	2# putty	.30
Aug. 1	8 ft. 3" belting 2.16 belt dressing .50	2.66
	6" belt lace .30 3½ ft. belt. 88	1.18
	10" file .30 2 ft. ½" pipe .20	.50
3	Acid .25 solder .75 soldering copper .35	1.35
4	cotter pins .15 washers .05	.20
5	2 nipples .16 sledge hdl. 65 flashlight 1.00	1.81
6	4 batteries .40 knife .30	.70
7	20-½ x 1½ bolts .32 washers 10 plug .10	.52
	2 batteries .20 2-12 ft. log chains 5.00	5.20
	5 lap links .75 nipple .10 4-5/8 x 5 mac bolts. 48	1.33
	bolt .05 pipe .15	.20
8	4 batteries .40 flashlight 1.00 watch 2.50	3.90
10	brush .25 3 stove wix 1.05 32 Colts automatic 1.50	2.80
	Colters .30 4 links .80 corks .10	1.20
12	2 shovels 3.00 eggbeater .60 chore bells .20 rope 1.55	5.35
	rule 1.15 rivets.30	1.45
13	2 strainers .85 shoe oil .50	1.35
	4 batteries .40 time book .25	.65
	3 shovels 6.00 2 picks 2.50 2 handles 1.30	9.80
14	200 ft. fuse 3.50 razor blades .35 2 batteries .20	4.05
	2 handles 1.30 18" stillson 2.75	4.05

	paint	.65	
15	100 ft. fuse 1.75 sledge 1.90 handle .65 phone & stage .60	4.90	
	3 picks 4.05 3 handles 1.95	6.00	
	50-6 ft. explodus 6.00 phone & drayage .60 15 ft. fuse .30	6.90	
	215 ft. fuse	3.80	
17	195# tire iron 3.90 115# iron 2.30 6 plow bolts .24	6.44	
	3 rolls fuse 5.25 12-5/8 x 2 mac bolts 1.00 6-½X1½ bolts. 30	6.55	
	6-½ x 2 bolts .39 lock washers .10 lock washers .10	.59	
	24 ½plow bolts .96 6-½ x 5 bolts .50 drill bit .50	1.96	
18	lock washers .15 6-5/8 set screws .50 6-5/8 x 2 mac bolts .54	1.19	
	2 hooks 1.00 4 batteries .40 4 cable clamps 1.40 punch .35	3.15	
	2 cold shuts .30 2 cold chisels .1.15	1.45	
	3 pick handles 1.95 2 shovels 1.80 4 bolts .15 tacks .05	3.95	
19	2 punches .90 colters .05	.95	
	nails .20 200 ft. fuse 3.50	3.70	
20	blacksmith coal	2.25	
22	25-7/16 x 2 bolts 1.00 12-3/8 x 2 .42 horse shoes 1.25	2.67	
	postage .25 coal 2.75 115# iron 2.30	5.30	
	telegram .35 horse nails .55	.90	
	Balance forward	$116.65	

BIGGS & HALLYBURTON

to

OREGON HARDWARE & IMPLEMENT CO.

		Balance forward	$116.65	
Aug.	24	2-3/4 clamps .70 18 plow bolts .54	1.24	
		2-4½" cup leathers 1.00 phone .25 knife 1.50	2.75	
	26	rope .40 nails .25 4 bolts .30	.95	
		3-3/4# rope 2.63 4½# rope 1.35	3.98	
27	27	canteen	1.35	
	28	46-bolts 2.62 drill .50 18 bolts .54	3.66	
		6-½ x 6 mac bolts	.54	
	29	12-3/8 plow bolts .56 4-3/8 bolts .48 4-5/8 x 6 bolts .52	1.56	
		12" file .40 18-7/16" plow bolts. 72	1.12	
		Strainer returned		.60
	31	32# horse shoes 5.44 dray & phone .85	6.29	
Sept	1	6-5/8 mac bolts .72 2# rivets .50	1.22	
		18-3/8 plow bolts .54 6-7/16" plow bolts .24	.78	
	3	tacks	.10	
	8	hammer 1.75 saw 3.75 nails .45	5.95	
	12	Post hole digger	2.50	
		½" augur bit .50 3/4 " bit .75	1.25	
		Merchandise returned		6.75
		Total	$144.54	

Endorsed: File No. 2022
Filed March 7, 1932
HAL E. HOSS,
Secretary of State.

#1294

FP 167a
East Unit

March 7, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

We have your letter of March 3, enclosing notice of claim of Oregon Hardware & Implement Company against Portland Sand & Gravel Company in connection with the contract that was awarded to them for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being in the sum of $144.34 for materials furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

It is presumed that you have filed a copy of this notice with the Secretary of State, in accordance with the provisions of the statutes.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
3
19 32

RECEIVED
MAR 5 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: Oregon Hdw. & Imp. Co.-Biggs & Hallyburton-Contract 1294

We enclose herewith for filing on behalf of Oregon Hardware & Implement Company of Hermiston, Oregon, a notice of its claim against Biggs & Hallyburton and Southern Surety Company of New York as surety for Portland Sand & Gravel Co.

This claim is filed pursuant to the terms of Section 67-1101 Oregon Code for 1930, as amended.

Yours truly,

RALEY, RALEY & WARNER

By Alfred Cunha

To: State of Oregon, Hal E. Hoss, as Secretary of said State of Oregon, and the State Highway Commission of the State of Oregon

NOTICE IS HEREBY GIVEN that Oregon Hardware & Implement Company, a partnership composed of Hl T. Fraser and F. C. McKenzie of Hermiston, Oregon, has a claim for materials furnished in the sum of $144.34, against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission of the State of Oregon on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing, and construction of the east unit of the Umatilla-Sand Station section in Umatilla County, Oregon, on the Columbia River Highway, and which said contract is numbered 1294.

That hereto attached and marked Exhibit A, and by reference in all of its parts made a part hereof, is an itemized statement of claimant's demand as aforesaid.

Executed in duplicate this 3d day of March, 1932.

OREGON HARDWARE & IMPLEMENT COMPANY
By F. C. McKenzie
One of the Partners

Subscribed and sworn to before me this 3d day of March, 1932.

A. H. Norton
Notary Public for Oregon
My commission expires: Feb 26. 1933

(Seal)

EXHIBIT A

BIGGS & HALLYBURTON

To

OREGON HARDWARE & IMPLEMENT CO.

1931			
Jun.	22	2-1½" Galv. ells .90-1-1½" 45° ell .50	1.40
		1-1½" gr. Jt. union .60 1-1½" coupling .50 1-1½ x 5 nipple .30	1.40
Jul.	1	2# putty	.30
Aug.	1	8 ft. 3" belting 2.16 belt dressing .50	2.66
		6" belt lace .30 3¼ ft. belt. 88	1.18
		10" file .30 2 ft. ½" pipe .20	.50
	3	Acid .25 solder .75 soldering copper .35	1.35
	4	cotter pins .15 washers .05	.20
	5	2 nipples .16 sledge hdl. 65 flashlight 1.00	1.81
	6	4 batteries .40 knife .30	.70
	7	20-¼ x 1½ bolts .32 washers .10 plug .10	.52
		2 batteries .20 2-12 ft. log chains 5.00	5.20
		5 lap links .75 nipple .10 4-5/8 x 5 mac bolts .48	1.33
		bolt .05 pipe .15	.20
	8	4 batteries .40 flashlight 1.00 watch 2.50	3.90
	10	brush .25 3 stove wix 1.05 32 Colts automatic 1.50	2.80
		Colters .30 4 links .80 corks .10	1.20
	12	2 shovels 3.00 eggbeater .60 chore balls .20 rope 1.55	5.35
		rule 1.15 rivets .30	1.45
	13	2 strainers .85 shoe oil .50	1.35
		4 batteries .40 time book .25	.65
		3 shovels 6.00 2 picks 2.50 2 handles 1.30	9.80
	14	200 ft. fuse 3.50 razor blades .35 2 batteries .20	4.05
		2 handles 1.30 18" Stillson 2.75	4.05
		paint	.65
	15	100 ft. fuse 1.75 sledge 1.90 handle .65 phone & stage .60	4.90
		3 picks 4.05 3 handles 1.95	6.00
		50-6 ft. explodus 6.00 phone & drayage.60 15 ft. fuse .30	6.90
		215 ft. fuse	3.80
	17	195# tire iron 3.90 115# iron 2.30 6 plow bolts .24	6.44
		3 rolls fuse 5.25 12-5/8 x 2 mac bolts 1.00 6-½x1½ bolts .30	6.55
		6-½ x 2 bolts .39 lock washers .10 lock washers .10	.59
		24 plow bolts .96 6-½ x 5 bolts .50 drill bit .50	1.96
	18	lock washers .15 6-5/8 set screws .50 6-5/8 x 2 mac bolts .54	1.19
		2 hooks 1.00 4 batteries .40 4 cable clamps 1.40 punch .35	3.15
		2 cold shuts .30 2 cold chisels 1.15	1.45
		3 pick handles 1.95 2 shovels 1.80 4 bolts .15 tacks .05	3.95
	19	2 punches .90 colters .05	.95
		nails .20 200 ft. fuse 3.50	3.70
	20	blacksmith coal	2.25
	22	25-7/16 x 2 bolts 1.00 12-3/8 x 2 .42 horse shoes 1.25	2.67
		postage .25 coal 2.75 115# iron 2.30	5.30
		telegram .55 horse nails.35	.90
		Balance forward	$116.65

BIGGS & HALLYBURTON

to

OREGON HARDWARE & IMPLEMENT CO.

		Balance forward	$116.65	
Aug.	24	2-3/4 clamps .70 18 plow bolts .54	1.24	
		2-4½" cup leathers 1.00 phone .25 knife 1.50	2.75	
	26	rope .40 nails .25 4 bolts .30	.95	
		8-3/4# rope 2.63 4½# rope 1.35	3.98	
27	27	canteen	1.35	
	28	46-bolts 2.62 drill .50 18 bolts .54	3.66	
		6-½ x 6 mac bolts	.54	
	29	12-3/8 plow bolts .36 4-5/8 bolts .48 4-5/8 x 6 bolts .52	1.36	
		12" file .40 18-7/16" plow bolts .72	1.12	
		Strainer returned		.60
	31	32# horse shoes 5.44 dray & phone .85	6.29	
Sep.	1	6-5/8 mac bolts .72 2# rivets .50	1.22	
		18-3/8 plow bolts .54 6-7/16" plow bolts .24	.78	
	3	tacks	.10	
	8	hammer 1.75 saw 3.75 nails .45	5.95	
	12	Post hole digger	2.50	
		½" augur bit .50 3/4" bit .75	1.25	
		Merchandise returned		6.75
		Total	$144.34	

#1294

PR167a
East Unit

March 7, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of March 2nd, enclosing affidavit of F. C. McKenzie, one of the partners of Oregon Hardware & Implement Company, relative to their claim against Portland Sand & Gravel Company.

Attached hereto you will find certified copy of the contract and bond of Portland Sand & Gravel Company, in connection with the contract that was awarded to said company by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 7, 1922

Southern Surety Company,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are informed by Raley, Raley & Warner, attorneys of Pendleton, that Oregon Hardware & Implement Company has a claim against Portland Sand & Gravel Company in connection with the contract that was awarded to them for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. Said claim is in the sum of $144.34 and is for materials furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

This advice is given you as you furnished the surety bond for the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc Portland Sand & Gravel Co.,
Route 1, Box 185, Portland

37

J. H. RALEY
J. R. RALEY
[illegible]. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

March
2
19 32

State Highway Commission
Salem, Oregon

Gentlemen:

We enclose herewith affidavit of F. C. McKenzie as one of the partners of Oregon Hardware & Implement Company, requesting certified copy of the bond given by Portland Sand & Gravel Company in connection with its contract for the grading of the East Unit of the Umatilla-Sand section of the Columbia River Highway and known as Contract No. 1294.

Yours truly,

RALEY, RALEY & WARNER

By Alfred Cunha

RECEIVED
MAR 5 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
)ss.
UMATILLA COUNTY)

AFFIDAVIT

I, F. C. McKenzie, being first duly sworn on oath, depose and say:

That H. T. Fraser and myself are co-partners doing business under the firm and assumed name of Oregon Hardware & Implement Company, at Hermiston, Umatilla County, Oregon.

That on or about the 2nd day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for the State of Oregon with the Portland Sand & Gravel Co. for the grading of the east unit of the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County, Oregon, and which said contract affiant is advised is known as contract No. 1294.

That the work done under said contract has been done under the direction of the State Highway Commission of the State of Oregon.

That thereafter, to-wit: on and between the 22nd day of June, 1931, and the 12th day of September, 1931, both dates inclusive, the said Oregon Hardware & Implement Company, at the special instance and request of Biggs & Hallyburton, sub-contractors under the said Portland Sand & Gravel Co., the said materials in connection with the construction of said highway under the terms of the said contract 1294, for which the said Biggs & Hallyburton promised and agreed to pay on demand.

That the value of said materials so furnished by the said Oregon Hardware & Implement Company as aforesaid is the sum of $144.34. That no portion of said amount has been paid, and that there is now due and owing to the said

Oregon Hardware & Implement Company the sum of $144.34, over and aboveall just credits and offsets, together with interest thereon at the rate of 6% per annum from September 12, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon for and on behalf of the said Oregon Hardware & Implement Company, a certified copy of said contract, and the bond or bonds given by the contractors to the State of Oregon, to secure the performance of said contract as required by Section 67-1101, Oregon Code for 1930, as amended by Chapter 280, Oregon Laws for 1931.

F. C. McKenzie
As one of the partners doing
business as Oregon Hardware &
Implement Company

Subscribed and sworn to before me this 3d day of March, 1932.

A. H. Norton
Notary Public for Oregon
My commission expires: Feb 26. 1933

#1294
Umatilla Co.

PR 167a
East Unit

March 5, 1932

Southern Surety Company of N. Y.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by Raley, Raley & Warner, attorneys of Pendleton, for Norton's Red & White Grocery against Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The claim is in the amount of $1205.78 and is for groceries and provisions furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co.

This information is furnished you as you appear as surety on the bond of the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.
Route 1, Box 185,
Portland

March 5, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We acknowledge receipt of your letter of March 1, enclosing copies of notice of claim filed by Norton's Red & White Grocery against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being in the sum of $1203.76, for groceries furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co.

Copies of the notice are being forwarded to the original contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

AL E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
MAR 5 1932
OREGON
STATE HIGHWAY COMMISSION

March 1, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys at Law, Pendleton, Oregon, and filed as of this date, a notice of claim by J. M. Norton, as sole proprietor of Norton's Red & White Grocery of Hermiston, Oregon, for materials furnished in the sum of $1203.76 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1294.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, J. M. Norton, as the sole proprietor of Norton's Red & White Grocery of Hermiston, Oregon, has a claim for materials furnished in the sum of $1203.76 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County on the Columbia River Highway and which said contract is numbered 1294.

That hereto attached marked Exhibit A and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 26th day of February, 1932.

J. M. NORTON
As sole proprietor of Norton's
Red & White Grocery

Subscribed and sworn to before me this 26th day of February, 1932.
(SEAL)

A. H. NORTON
Notary Public for Oregon
My commission expires: Feb. 26, 1935

Endorsed: File No. 2018
Filed March 1, 1932
HAL E. HOSS,
Secretary of State.

EXHIBIT A

BIGGS & HALLYBURTON

to

J. M. Morton - Red & White Grocery, Dr.

EXHIBIT G

Merchandise delivered to Biggs &
Hallyburton camp during July 1931.

July 1.	12# Steak (3.00) 1 can cocoanut (3.00) 1-#10 can peaches (.75), 12 fly tape (.25), 50# ice (.50), 1 case milk (3.75), 12 cans corn (2.20), spinach (2.00), Salt (.25), 5# turnips (.25) 2 crates grass (1.60)	$17.55
July 2,	Vinegar (.40), 1 Gal. catsup (.60), 4 lbs. butter (1.08), 1 sk. flour (1.15), 20½ lb. pork chops (5,05) 10# boil beef (1.45).	9.73
July 3.	1 cs. corn (3.30), 1 cs. peas (3/30), 1 case beans (3.30), 1 gal. salid oil (1.25), 2 sks. spuds (2.00), 6 lb. butter (1.85), buns (.15), 50 lbs. ice (.50)	15.65
July 5	2 cans syrup (1.80), 10 doz. eggs (1.60), 4# butter (1.08), 50# ice (.50), 5 bread (.65), crackers (.30), 18# pot roast $2.40)	8.43
July 6	7½ lm. Bacon (2.25), 10# steak (2.50), 5# Hamburger (1.00)3# sausage (.60) pot roast (.50)	6.85
July 7	Boloney (2.35), Pork Chops (2.76), 1/2 case berries (1.10) wax paper (.40), 1 case milk (3.75), 2 jello (.20), 1/2 pt. cream (.25) 3 cartons matches (.60), 3 sks spuds (2.80), 25# flour (2.60), 1 crate coffee (2.70), 6 bread (.40), 1 crate grass (.80), 1/2 case milk (2.00) 50# ice (.50), Baking powder (.55), 1 sk flower (.65), 3 bread (.40) 1/2 case eggs (2.04) 1 doz. lettuce (.65), 1-1/2 doz. bananas (.50), 1 wax paper (.10), 1 can catsup (.75)	28.59
July 8	1 Gal. Syrup (.90), fly spray (3.60), 10# hamburger (1.80), 4# butter (1.08) 4 breads (.50), 6 B. Soap (.50), 2 pd. lye (.25), 1 sk. sugar (5.35) 50# ice (.50),	13.98
July 9	1 doz. cookies (.45), 10# coffee (.30), 1 doz. gloves (5.50) 6 breads (.75), 1 case tomatoes (3.30) 3# butter (.81), 4 sk. spuds (4.20), ice. (.25), 2 box. apples (2.00) 1 crate Rhubarb (1.00) 1 crate grass (1.00) B. Sugar (2.20) beaf boil (1.75), 10# steak (2.90), 5# Hamburger (.90), 5# sausage (1.00)	28.31
July 11	10 fly tape (.30), 6 lettuce (.45), 5# cheese (1.00), 1 cs. blackberries (3.50), 3 ctns. cigs (4.20), 1 ctn. snoos (.75), 1 sugar (.15), 1 paprike (.25),Zoresc (.15), 2 salad dressing (.30), 15# apples (.25), 50 lb. ice (.50), 4 lbs. butter (.1.10), 1 cs. milk (3.75), 4 breads (.50), 6# coffee (1.80), 1 doz . cookies (.20), 16 cans tomatoes (2.80), 2 sks spuds (2.20), 2 cartons grass (2.00), cig. papers (.60), 50 lb. ice. (.50), 1 catsup (.80)	27.77

BIGGS & HALLYBURTON.
1931

July 13	1/2 cs. eggs (2.40), 4 Bread (.50), 1 cs beans (3.30), 1 cs. corn (3.30), 1 gal. catsup (.60) Gal. Salad oil (1.25), 1 sk. flour (1.15), 75# ice. (.75), salt (.25), 2 cans pimento (.20), 1 qt. fly spray (.75), 5 cans spinach (.50), 1 doz. borax soap (.95), 1 cs. milk (3.75) 4# butter (1.12), 1 doz. beets (.40), 2 S. wheat (.25), 3 cans corn (.25), 6 lemons (.25), 12 cookies (.20) 6 bread (.40), 1 cs. Coffee (3.60), 4 lettuce (.30), 6 c. w. soap (.25)	-12.22
July 14	ctn. matches (.40), 1 cs peaches (4.20), 1 cs. apricots (4.20), 1 cs. pears (4.20), 2 cabbages (.25) peppers (.10), 2# tomatoes (.25), 2 B. Beets (.20), 2 cally beans (.40), lettuce (.20), 3 jello (.25), 9 pickles (.15), bananas (.19), 25# ice (.25), 2½# steak (.75), R. Boil (1.85), Bacon back (2.50), 6# weiners (1.50) 20# pork roast (2.25) Stead $2.35)	26.24
July 15,	10 bread (.65), 50# ice (.50), 1/2 cs. eggs (2.40), 10 B. Bread (.65), 12 cucumbers (.30), 4# butter (1.12) tooth picks (.10), 1 ctn. cig. paper (1.15)	6.87
July 16	50# ice (.50), catsup (.60), 1 cs. milk (3.75), crackers (30), 5 corn starch (.50), 4# butter (1.12), 1 Gal. Syrup (.90), Coffee (2.10), 2 sks spuds (1.60), Flour (1.00) baking powder (.50)	16.55

J uly 17	Lamb boil (1.65), 4# sausage (.75), 9# steak (1.55)		9.55	
July 18	Credit (4.70), 1 sk. oats (.55), 3 ctn. matches (.60) ctn. velvet (1.50) 4 bread (.25) 3 lettuce (.30) 3# tomatoes (.25), 6 cantelopes (.60), 25# dried peaches (4.50) rhubarb (1.10)		4.45	
July 19	8# veal chops (2.20), 10# roast beef (1.85)		4.05	
July 20	1 ctn. tomatoes (.75), Prunes (1.00) 1 cs. coffee (5.40), 3# butter (.81), 50# ice (.50), 12 cucumbers (.25), 2 ctns. Grass. (.70)		9.41	
July 21	ctn. cabbage (1.10), 1 cs. apricots (4.20), 3 doz. corn (.60), 1/2 crate tomatoes (1.50) carrots (.15) 2 sks. spuds (2.20) 1/2 cs. milk (2.00)		11.75	
July 22	10# boil (1.75), 8# steak (2.05), 4# sausage (.80), 13 lb. pork roast (2.60), bacon (2.25).		9.45	
July 23	1 sk. spuds (.75), 2 fly paper (.10), fly spray (.75) carrots (.40), Beets (.40) 8# macaroni (.50), 40# ice (.40), 10# bulk cocoa (1.50), 4 bread (.25), credit (.70), 4# butter (1.12) 12 doz. eggs (2.40), cabbage (.25), 6 lettuce (.50), 3 yeast (.12) 6 lemons (.20), 4 W. Bread (.25), 1/2 cs. tomatoes (.55), 40# ice. (.40)		15.14	
July 24	1 broom (.50), 2 S. Wheat (.25), 6 bread (.40), 3 cnt matches (.60), 3 cnt. camels (4.20), 3 ctn. luckies (4.20), 1 cnt Beech-nut (2.40), apricots (.50), 50# ice (.50), box apples (1.50), 1# tea (.85), 1# tea (.85) 4# butter (2.16) 1 cs. milk (3.75), 2 S. Wheat (.50), 1 Gal. vinegar (.40), 6 bread (.40), 1 ctn velvet (1.75)		20.01	
July 25	50# ice (.50), 1 gal. salad oil (1.25), 13-3/4# boil (4.10), 8# veal chops (2.00)		7.75	

BIGGS & HALLYBURTON
1951.

July27	Corn starch (.10), 6 breads (.40), 1 cs. peas (3.50), 1 cs. tomatoes (3.50), 4# butter (.20) 6 breads (.40), 50# ice (.50), 7# Bacon (2.25), 10# P. Chops (3.00), 7# Boil (1.05), 5# Hamburger.		16.30	
July 28	1 sk. flour (1.15), 1 B. beets (.40), 1/2 cs. eggs (2.40), onions (.25), 1 Gal. Catsup (.60), 1 cs. berries (4.20), 50# ice (.50), 1 cs. beans (3.30), 2 cans spinach (.50), 6 lettuce (.50), carrots (.50) 2 cans soup (.20), 1 doz. cookies (.20), 4# butter (1.20), 3 ctn. cigs (4.20), 50# ice (.50), 1 crate tomatoes (.75), 11-3/4# Bacon (2.90), 10# boil (1.65), 5# sugar (1.00) weiners (1150)		25.19	
July 29	1/2 case eggs (2.40), 50# ice (.50), Cauliflower (.45), onions (15), 4 breads (.25)		3.75	
July 30	Lunch meat (.90), 9-1/4# leg pork (2.60), 1 cs. peaches (.89), 1 cs. milk (3.75), 2 cigs (.30), 6 breads (.40), 1 cnt. P. A. (3.00), 3 ctn. cigs (4.20), 1 sk. sugar (5.25), 1 cs. apricots (4.20), 12 cantaloupes (.75), 1 cs. tomatoes (.75), 2 lettuce (.15) 1 Gal. Syrup (.90), oatmeal (.50), 1 doz. corn (.25) 6 Lemons (.20), 1 cabbage (.30), 4 bread (.25), 4# butter, (1.20), 1 cnt. coffee (3.00), 1 case eggs (4.20), 6 lye soap (.25), 12 B. Soap (1.00) 50# ice (.50)		38.99	
July 31	11# steak (2.75), 50# ice (.50)		3.25	397.81
Aug. 15	Credit. By check to Account,	$177.92		

Merchandise delivered to Biggs &
Hallyburton camp during August 1951.

Aug. 1	1/2 cs. coffee (2.70), 6# butter (1.80) 6 bread (.50), 1/2 cs. eggs (2.40), 8 bread (.50) 1 spread (.25), 9# bacon $2.25), 5# hamburger (1.00), 2# lunch meat (.50)	11.90
Aug. 3	1/2 cs. eggs (2.40) 5 cans salmon (.75), 1 cnt. camels (1.40), 1 cs. corn (2.80), 1 cs. milk (3.75) 1 sk. flour (1.15) 10 bread (.65), 14 cans sardines (1.40), 4# butter (1.20), 4# coffee (1.60), 4 bread (.25), apples (1.25) 2-1/2 doz. corn (.50), 4 lettuce (.40), 1/2 doz. lemons (.20), spuds (.30), ice (1.00) 13-1/2# Beef roast (2.70)	23.70
Aug 4	10# polk chops (2.80), 6# sausage (1.20) lard (1.25), 4# butter (1.20), 3 jello (.25) 3 lb. bananas (.19), Chili powder (.15), 3 box. berries (.30), 2 bread (.25) 1 doz. cantaloupes (.60), 2 lettuce (.20), Cauliflower (.30), crate peaches (.89)	9.68

Aug. 5	1 ctn. granger (1.10), 4# butter (1.20), 8 bread (.50), 3 ctn. matches (.60), doz. cookies (.20), pt. sandwich spread (.25), wax paper (.10), box tomatoes (.75), ice (.50), case pease (4.20), baking powder (.90), 1 cr. coffee (5.40), 2 salad dressing (.30), 6# spaghetti (.50), 2 powdered sugar (.25), 3 cauliflower (.45), cr. tomatoes (.75), cabbage (.18), 2 wheat flakes (.58), 12 cants. (.60), peaches (.85), 4 bread (.25), 3 cans salmon (.45) 1/2 cas. oysters	

BIGGS & HALLIBURTON
1951.

Aug. 5.	Continued. (2.75), ice (.50), 10½ lb. pokk roast $2.30), 10-1/2 lbs. bacon (2.90)	27.29
Aug. 6	Salt (.10), salad oil (1.25), salt (.10), fly spray (.85), beets (.40), macaroni (.50), 5 lb. cheese (1.00), 4 lettuce (.40), 2 puff wheat (.30), 3 corn flakes (.25), ice (.50), apples (1.50), cut climax (.30), salmon (.30), 1/2 cs. eggs (2.40), 8 bread (.50), 2 kraut (.40), 5 gals gas (1.30) 12# boil (1.50), 7 lb. weiners (1.75)	14.40
Aug. 7	1 can lye (.15), cs. blackberries (4.20), gal syrup (.90), Gal. Catsup (.60), 4 lb butter (1.28), 10 bread (.65), tomatoes (.75), cauliflower (.25), ice (.50), dozen cookies (.20), 5# sausage (1.00), 12 lb. steak (3.00)	13.48
Aug. 8	3 Pr. gloves (.60), 4 lettuce (.40), 4 bread (.35), beans (.50), cabbage (.25), 2 jars peanut butter. (.50).	2.60
Aug. 9	14 bread (.90), sk. salt (.25), toothpicks (.10), case tomatoes (.75), cs. milk (3.75), 6 lb. butter (1.83), 12 pastry (.25), 4 lettuce (.40), sk. oatmeal (.50), 3 cartons matches (.60) case corn (4.20), 3 ctn. cigs (4.20), sk. flour (1.10, 1 gal. pickles (.70), 10 beets (.50), ice (.50), 1/2 cs. eggs (2.18) , 16# roast (3.20), 5# hamburger (1.00)	26.31
Aug. 10	14# pork chops (4.20), 9½# Bacon (2.55), 12 Bread (.75), 12 doz. eggs (2.40), 6# butter (1.98) tea (.85) ice (.25), jello (.25), 2 peaches-2 pineapple (.40), 3# bananas (.25) crate peaches (.85), cs. blackberries (4.20) 21# roast (4.20).	23.13
Aug. 11	3 shredded wheat (.45), 20 bread (1.25) sk. flour (1.05), 3 cans clams (.90), box crackers (.35), soap (.25), ice (.40).	4.75
Aug. 12	Box apples (1.75), 3 doz. cookies (.60), 4# bananas (.35), crate coffee (5.40), prunes (2.15), case milk (3.75), cs. beans (.30), 12 soap (1.00), 1 jar peanut butter (.25), 8# butter (2.64), 25 bread (1.60), wax paper (.10), 2 cabbage (.40), 6 lettuce (.60), hominy (.80) 4 cans kraut (.30), sk. oats (.50), cs. peas (3.30), sk. sugar (5.50), cs. peaches (4.20), 12# steak (3.00), 4# hamburger (.80), 2# sausage (40), 2# cold meat (.50), 12" boil (1.80),	42.59
Aug. 13	10# sausage (2.00), 10# hamburger (2.00), 12# pork raost (3.00), 12# bacon (3.00), 12½# weiners (3.10), 4# lunch meat (1.00), 20½# roast (4.10), 20 bread (1.25) 2 boxes tomatoes (1.40), 3 puffed wheat (.45), cs. milk (3.75) cs. corn (3.30), 4#butter, (1.32), 2 shredded wheat (.25), 1/2 cs. eggs (2.18), sk. salt (.10), 4 lettuce (.40), 3 ctn. chesterfields (4.20), 1/2 cs. coffee (2.10), 10 cans salmon (1.10), peaches (1.00), 9 pr. gloves (4.05), ice (1.50) sk. spuds (1.00) salad oil (1.70)	49.25

BIGGS & HALLIBURTON
1951

Aug. 14	sugar (.50) lard ($1.25) syrup (.90) sk. flour (.35) 3 jars mustard (.30), Salmon (.75) 1 pt. sands. spread (.25) 25 bread (1.25) 3 doz. cookies (.60) case blackberries (4.20) 8# butter (2.64) ½ case eggs (2.40) two boxes tomatoes (1.50) macoroni (.50) ice (.50) 10-3/4 lbs. bacon (3.00) 14½# pork chops ($4.30) 3½# veal boil (.70) 5# hamburger (1.00) 5# sausage (1.00)	28.19
Aug. 15	sk. spuds (1.25) gal. catsup (.60) 4# butter (1.32) 30 bread (2.00) 3 jars peanut butter (.75) beans (2.00) can pepper (.45) 1# tea (.85) 6 jello (.50) 2 cans pineapple (.40) 6# bananas (.50) crate coffee (5.40) 1 nutmeg (.20) vanilla (.85) 2 cans pimentos (.20) 5# cheese (1.00) sk. oats (.50) 5# calumet (1.25) 6 lettuce (.60) 50# ice (.50) box cucumbers (.85) 20# roast (4.20) eggs (3.00) weiners (3.10) can corn (2.30)	34.37

Aug. 16	143/4 # sausage (2.95) 20# boil (3.00) 3 doz cookies (.60) ice (.50) 3 cartons matches (.60) cigs. (4.20) cantaloupes (1.00) spuds (1.25) prunes (1.00) syrup (.95) tomatoes (.75) ice (.50) apples (1.65) case milk (3.75) 30 bread (1.90) 3 corn flakes (.25) 14 beets (.60) crackers (.70) 6# butter (1.98) ½ case eggs (2.28) vinegar (.40)	30.81
Aug. 17	30 bread (1.90) 8# butter (2.64) soap (.25) eggs (.20) ice (.50) syrup (.85) carton P. A. (3.00) coffee (5.60) case peaches (2.25) box apples (1.50) 15# spaggetti (1.20) sugar (.50) 5 kraut (.75) gal. catsup (.65) 14½# roast pork (4.00) 2# lunch meat (.50) 12½# bacon (3.10) 8# lard (1.20) 4# cold meat (1.00) 25# steak (6.25)	38.84
Aug. 18	Ice (.50) box tomatoes (.75) toilet tissue (.25) ½ case eggs (2.28) 20 bread (1.25) 2 ds. maple bars (.50) 16# coffee (5.40) 6# butter (1.98) onions (.50) cabbage (.60) lettuce (.60) gloves (.60) salmon (6.25) 12 3/4# bacon (3.55) 14# hamburger (2.80) 3 3/4# veal boil (.75) 23 3/4 beef roast (4.75) credit (.60) soap (1.00) 4 kraut (.60) 3 cauliflower (1.00)	35.31
Aug. 19	20 bread (1.25) 6# butter (1.98) case milk (3.75) ½ case eggs (2.40) gal. salad oil (1.25) velvet (1.40) Peets (.40) spaghetti (.90) sugar (1.65) flour (1.10) lard (1.00 bananas (.45) ice (.50) box apples (1.65) 15# weiners (3.75) boiling beef (2.80) cold meat (1.00) bacon (4.10) sausage (3.80) roast (2.40)	36.75
BIGGS & HALLYBURTON 1931		
Aug. 20	6# butter (1.98) ice (.50) speghetti (.50) sk. oats (.50) 2 doz. bananas (.40) ½ case eggs (2.40) cookies (.60) 20 bread (1.25) case corn (3.30) case beans (3.30) case peas (4.20) sk. salt (.25) shaker salt (.10) peaches (1.00) prunies (1.00) catsup (.65) hominy (.75) 2 cigs (3.00) lard (1.00) beans (1.00)	- 27.68
Aug. 21	20 bread (1.25) 6# butter (1.98) peanut butter (.75) sk. flour (1.05) sugar (3.70) ½ case eggs (2.40) doz. bananas (.25) 2 shredded wheat (.25) 4 lettuce (.40) ice (.50) leg pork (2.25) 10# hamburger (2.00) 14# sausage (2.80)	30.58
Aug. 22	20 bread (1.25) 6# butter (1.98) eggs (2.40) 1 case milk (3.75) syrup (.90) 6 soap (.25) gal. catsup (.60) case peaches (4.20) crate coffee (5.40) ice (.50) case blackberries (4.20) 20# steak (5.00) 5# weiners (1.25) 16# bacon (4.45)	36.13
Aug. 24	12 3/4# bacon (3.55) 4# lunch meat (1.10) 15# pork chops (4.20) hamburger (.80) 20# roast beef (4.00) 3 doz. cookies (.60) ice (.50) broom (.90) 20 bread (1.25)peaches (1.00) pears (1.00) tomatoes (1.50) apples (1.65) baking powder (.25) case peas (3.75) 6 hominy (.75)	26.70
Aug. 25	20 bread (1.25) 6# butter (1.98) 3 cans pimentoes (.30) case milk (3.75) 5# cheese (1.00) 4 lettuce (.40) maplebars (20) ice (.50) 20½# boil (3.05) 15# sausage (3.00) 15# lamb chops (3.75) 5# hamburger (1.00)	20.19
Aug. 26	20 bread (1.25) 4# butter (1.32) 1 pt. sd. spread (.35) doz. bananas (.30) 2 cauliflower (.80) 3 cartons matches (.55) camels (4.20) ½ case eggs (2.40) 9 pr. gloves (1.80) ice (.50) 12# steak (3.00) 10# sausage (2.00) 3 sks. spuds (3.40) tea (.85) 2 meat (.50) dev. meat (.25) ½ case eggs (2.40) 1 qt. fly spray (.85) 20 bread (1.25) oats (.50) 1 case milk (3.75) 3 doz. cookies (.60) 6# butter (1.92) ice (.50)	35.54
Aug. 27	10# hamburger (2.00) 20½# beef roast (4.30) 3 doz. cookies (.60) maccroni (.50) 20 bread (1.25) 1 snoos (.75) ice (.50) 6 lettuce (.60)	10.50
Aug. 28	14½# pork roast (3.55) 12# weiners (3.00) 4 snoos (.40) ½ case eggs (2.64) 20 bread (1.25) yeast (.12) catsup (.65) 4# butter ~~(1.25) yeast (.12) catsup (.65) 4# butter~~ (1.28) 2 cans pimentoes (.20) cabbage (.20) carton velvet (1.75) 6 bananas (.20) two kraut (.40) ice (.50) 3/4 c. salmon (4.75) gal. salad Oil (1.25) 4# cold meat (1.00) qt. fly spray (.85) cake (.25) 3 cans pimentoes (.30)	24.54

BIGGS & HALLYBURTON
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Aug. 29	2 doz. maple bars (.50), 3 doz. eggs (.69), Climax (85), sk. oatmeal (.55), Gal. Karo (.30), Toothpicks (.10), 8# butter (2.64), Box apples (1.50), prunes (1.00), case blackberries (4.20), macaroni (.50), 2 doz. doughnuts (.50), 1/2 cs eggs (2.64) 8 bread (1.00), ice (1.00), 2 ctns. cigs (3.00), 3 cans pineapple (.60), box tomatoes (.75), lard (2.00), crakkers (.70), mayonaise (.35), 4 lettuce (.40)	28.47	
Aug. 30	1/2 cs. eggs (2.76), 10 bread (.65), sk. flour (1.10), sugar (1.50), 20# spaghetti (1.20), 3 cans hominy (.75), case milk (3.75), 6 lettuce (.60), 3 soap (.25), ice (.50), carro ts (.50), cr. coffee (5.40), 2 shredded wheat (.25), 3 puff wheat (.45), 3 corn flakes (.25), 10 bread (.65), 6# butter (1.98), soap (1.00), Beets (.40), Gal. salad oil (1.55), ice (.50), snuff (.75), 13-3/4# Bacon (3.85), 3-3/4 Boil (.85), 10# hamburger (2.00), 20# steak (5.00), 15# sausage (3.00), 3# lunch meat (.90)	42.11	
Aug. 31	Sk. spuds (1.00, correction (.90), bread (.65), apples (1.50), 18# Boil (3.25), 4# lunch meat (1.10, 5# hamburger (1.00),	9.50	$733.39
	Total amount for August.		

Merchandise delivered to Biggs &
Hallyburton camp during Sept. 1931.

Sept. 1	10-1/2# Bacon (3.10), 20# roast (4.00), 15# prok chops (4.20), 6# lard (1.20), 8 bread (.50), 4# butter (1.28), sk. spuds (.85), cabbage (.25), snuff (.75), 3 doz. cookies (.60), 40# carrots (1.50), 3# peanut butter (.50), ice (1.00) fly spray (.85), 2 fly tape (.05),	20.65
Sept. 2	4# butter (1.32), 20 bread (1.23), tea (.85), 3 doz. cookies (.60), sk. salt (25), sk. oatmeal (.55), case corn (3.50), ctn. gloves (5.40), Ice (1.00) case peass (4.20), Gal. salad oil (1.15), cheese (1.00), prunes (1.00), 15-1/4# Bacon (4.25), 12# weiners (3.00), 2/2 case eggs (2.76)	31.88
Sept. 3	10 bread (.65), case beans (3.30), cr. tomatoes (.60), pickles (.50), 3 cans kraut (1.00) cabbage (.20), 6 lettuce (.50), beets and cauliflower (1.00), ice (.50), buns (.30), 13½# pork roast (3.35), 2# lunch meat (.50), 10# sausage (2.00),	14.40
Sept. 4	20# steak (5.00), 16 bread (1.00), 6# butter (1.98), 1/2 case eggs (2.64), case milk (3.75), cr. coffee (5.40), ice (.50), peaches (1.00), matches (.20), 12# hamburger (2.40), 11# steak (2.75)	26.62
Setp. 5	10# hamburger (2.00), ice (.50), cantaloupes (1.00), prunes (1.00), 4 doz. cookies (.80), Jello (.25), bananas (.25), pineapple (.20), 6 lettuce (.60), gal. salad oil (1.25), qt. fly spray (.85), velvet (1.60), 6 cans tomatoes (.90), ice (.50) 15# steak (3.00)	14.70

BIGGS & HALLY BURTON
1931

Sept. 6	1/2 cs. eggs (2.40), 18 bread (1.00), sugar (1.49), 6 lb. butter (1.98), sk. spuds (1.00), catsup (.65), ice (.50),	9.02
Sept. 7	16 bread (1.00), 1/2 cs. eggs (2.40), 4# butter (1.32), 4 cans hominy (.50), 6-3/4# liber (1.00, 13# roast beef (2.60), 3½# bacon (1.80),	10.64
Sept. 8	4 soap (.35), soap (.25), cs. milk (3.65), apples (1.00) 2 corn flakes (.20), copenhagen (.50), ice (.50), 11½# roast (2.90), 25# flour (.65)	10.00
Sepp. 9	Box tomatoes (.65), 4 lettuce (.40), cauliflower (.20), yeast (.08), bread (.25), 4# lard (.80), 10# steak (2.00).	4.38
Sept. 10	2# butter (.66), doz. cookies (.20), ctn. matches (.20), sugar (.65), 12# steak (3.00).	4.91
Sept. 12	Bread (.15), butter (.33), tomatoes (.15), peaches (.25), cake (.25), veal steak (.80), lard (.65) 11-3/4 # roast (2.55), steak, (3.00)	7.93
Spet. 14	(returned merchandise) 10 pr. gloves (4.00), 12 cans peas (2.40), 4 cans kraut (.60) 2 snuff (.20), lard (.75), tea (.45) blackberries (.70), crackers (70), ~~[illegible]~~ Macaroni (.50) 3# coffee (1.50), peaches (1.00), beans (.75), spaghetti (.90), prunes (1.00), 11 cans milk (.65), 12 cans beans (1.45), 4 cans corn (.45), 34 cans salmon (4.75), 12 doz. eggs (2.60), Credit.	$24.60

	Total Sept.		$130.51

Merchandise delivered to Clyde Burk to Account
of Biggs & Hallyburton during August 1931.

Aug. 17	2 bread (.15), spuds (.25), cookies (.35), Oranges (.18), 4 cig. (.60), meat (.35), lunch meat (.15), fruit salad (.25), lettuce (.10), bananas (.10),	2.58	
Aug. 18	Coffee (.45), 2 bread (.15), 1# cookies (.40), qt. milk (.10), cig. (.75). Colo. (10).	1.95	
Aug. 19	1/2# wafers (.20), fly tape (.05), oranges (.20), lettuce (.15), Tuna (.15), 3 pk. # beans (.30), 5 milk (.25), 2 c. corn (.30), stk. (.20), Lunch Meat (.10), M. Ham (.15),	1.95	
Aug. 20	Cig. (.15), sugar (.25), cig. (1.50), Buns (.10), Doughnuts (.15)	2.15	
Aug. 21	Butter (.35), Buns (.10), cookies (.10), cookies (.20), oysters (.30), crackers (.20), qt. milk (.20), Lunch meat (.35), bacon (.40)	2.20	
Aug. 22	Walnut (.15), cookies (.15), 2 bread (.15), 3 bananas (.15), Bars (.10), 2 pop (.20), qt. milk (.20), spuds (.25), 5 corn (.50) 2 cukes (.10)	1.95	

BIGGS & HALLYBURTON
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Aug. 24	Stk. (.25), pickles (.25), Lard (.70), cig. (.60), peanut butter (.25), maple bars (.13), 6 eggs (.10), S. Wheat (.10), cig.(15)	2.53	
Aug. 25	Steak (.15), coffee (.45), wafers (.10), 2 cants (.20), candy (20), fig bars (.30), cig (.30) tomatoes (.25) 4 cants (.25)	2.25	
Aug. 27	Yeast (.04), grapes (.35), cig (.60), candy (.20), cigs (.15) grapes (.30),	1.66	
Aug. 28	Milk (.20), 2 C. oysters (.30), pickles (.17) Olives (.30), cookies (.20),	1.17	
Aug. 29	Cig. (.30), M. Ham, (10), bread (.15), bananas (.15), cheese (.30), coffee cake (.15), cigs. (.15)	1.30	
	Total		$21.67
Sept. 14	Credit by check,	$7.45	

MERCHANDISE DELIVERED TO M. BESANSON TO ACCOUNT
OF BIGGS & HALLYBURTON DURING AUGUST, 1931.

Aug. 17	Bread (.10), clam chowder (.30), 1/2 doz. peaches (15), cookies (.15), P. Chop (.20), carrots (.05), Buns (10), Doughnuts (.15), mayonnaise (.20), peaches (.25), eggs (.20), bananas (.20), 2 cants (.20), pop (.10), steak (.35), minced ham (.10)	2.80
Aug. 18	Fig bars (.15), buns (10), 6 M. Bars (.15), 1 sh. wheat (.15), 1 B. milk (.20), tuna (.15), 3 cants (.25), 1 lettuce (.15), steak (.35) weiners (.15)	1.78
Aug. 19	Cakes (.15), buns (.10), Chix Noodles (.45), qt. milk (.10), Butter (.35), melon (.27), tomatoes (10), Soap powder (.25), peaches (.15), bananas (.15), gum (.05), candy (.10), weiners (.15), hamburger (.20).	2.57
Aug. 21	Eggs (.20), M. Bars (.15), 6 bananas (.15), 2 pop (.25), cig. (1.50), candy (.10), 3 cukes (.10), candy (.25) peaches (.20) bread (.08) coffee (.45) corn (.20), lettuce (.15) clams (.20) cookies (.10) pk. steak (.40), H. B. (15), 4 bars (.15)	4.78
Aug. 22	Eggs (.20), Doughnuts (.15), Shrimp (.20), bacon (.08), cabbage (.05), melon (.25), milk (.20) Olives (.13) corn (.20), Bananas (15), cookies (.10), candy (.15)	1.92
Aug. 24	Bolo. (.20), lard (.15), soup bone (.15) chops (.25) Weiners (.20, Steak (.25), bananas (.15), fig bars (.10), tomatoes (.15) rolls (.20), pop (.10), soap (.25), flakes (10), coffee cake (.10), Milk (.10), Doughnuts (.15), Bread (.08), Mayonnaise (.28), lettuce (.10), peaches (.10),	5.13
Aug. 25	Pk roast (.40), Cornstarch (.10), Bananas (.15), 7 maple bars (.15), 1 c. peas (.20), 1 doz peaches (.25), tomatoes (.10) potatoes (.25)	1.60

BIGGS & HALLYBURTON
1931

Aug. 26	Ham (.20), Pk roast (.40), steak (.65), cookies (.15) coffee Cake (.15), apples (.10), salt (.10)	1.76
Aug. 27	Boil (.50), ham (.20), H. B. (.15), Bread (.10), Sugar (.25), Butter (.35), peaches (.15), milk (.05), peas (.15), Ham (.15) eggs (.23), clorox (.25), cake (.10), buns (.10), lettuce (.10).	2.83

Aug. 28	Bars (.25), milk (.20), clams (.30), corn (.15). melon (.25), Butter (.35), Gra. Crax. (.35), bread (.10), Bananas (.15), clams (.30), milk (.20), buns (.16), soda crax. (.20), shrimp (.25)	3.21	
Aug. 29	Cants (.25), Buns (.20), D. Nuts (.25), bananas (.15) cookies (.20), cake (.25), M. Ham, (.25)	1.55	
	Total		$30.05

MERCHANDESE DELIVERED TO RALPH BURKE TO ACCOUNT OF BIGGS & HALLYBURTON DURING AUGUST 1931.

Aug. 17	Doughnuts (.25), milk (10), pop (20), snuff (10), spuds (25), cookies (80), P. Wheat (13), P. rice (18), cants (13), eggs (20), tom (25) oranges (18) butter (35), lux (25), P. Chops (60), L. meat (10), peaches (25), sugar (10), lemons (.20)	4.70	
Aug. 18	Bananas (25), cake (25), peaches (25), 3 cigs (45) 4 bread (25), cigs (30), Ham (1.00), L. meat (35) crax. (20), cookies (.80)	4.20	
Aug. 19 20	Flour (.30), eggs (20), cig (15), ice (10), steak (35), soap (25), milk (50), cig (30), cookies (35), soup (20)	4.00	
Aug 21.	Bananas (25), melon (30), pops (40), grapes (30), coffee (45) pretzels (25) L. meat (.50)	2.45	
Aug. 22	Cookies (40), lettuce (15), salad dr. (25), eggs (20), corn (30), bananas (25), oysters (30), pineapple (40), cigs (30), snuff (75) bolo (25), H.B. & Sans (30), 2 pop (20), 2 cig (50).	4.55	
Aug. 24	Steak (30), cookies (40), P. Wheat (30), crax (35), soup (20), cheese (30), milk (60), fig bars (30) cig (30) eggs (20), Pop (20)	3.35	
Aug. 25	L. Meat (25), noodles (45), Bananas (50), pop (10)	1.30	
Aug. 26	Pop (20), candy (10), bread (05), butter (35), cookies (40) melon (.30)	1.45	
Aug. 27	L. Tongue (20), H. B. (30), D. nuts (25), Wash. Powd. (25), spuds (25), soup (40), matches (.05), pickles (17), grapes (15), bread (15), eclairs (.40), Powd. (25), 2 C. peas (32), bananas (25)	3.39	
Aug. 28	2 sp. chips (25), 2 pop (20), Bolo (25), D. nuts (25) cheese (.30), coffee (.35), fig bars (15), P. chops (25), pickles (17) cants (25), pop (20), bread (13) soup (20), grapes (30), 3 sp. chips (25)	3.40	

BIGGS & HALLY BURTON
1931

Aug. 29	Grapes (20), cake (25), pop (20), melon (30), cookies (80), Bananas (25),	$2.00	
Aug. 30	Pop (20), meat (50), bread (15), butter (35), toms (15), P. wheat (15), peas (20), hmbg. (20)	2.40 [illegible]	
	Total		$36.95

MERCHANDISE DELIVERED TO G. E. JOHNSON TO ACCOUNT OF BIGGS & HALLYBURTON DURING SEPT. 1931

Sept. 2 & 3	Cig (1.50), matches (20), whole W. Bread (15), Bolo (25), L. meat (70), 2# bacon (80), butter (35), 2 doz eggs (48), 6 c milk (25), spuds (15), 2 c. flakes (20), 1 doz. lemons (40), crt. peaches (50), mustard (15), L. meat (25), liver saus. (25), dills (30), cake (25) tom (.60), lettuce (20), cheese (20), lemons (40), 2 bread (13), melon (25).	8.96	
Sept. 4	2 lgr. bread (25), 1 doz eggs (23), 1 pie (25), 2 pk chops (60), meat (35).	1.78	
Sept. 5	2 lunch meat (70), boil (65), hambg (40) chix (1.25), bacon (1.15), sugar (25), 2# butter (70), 4 sm. bread (25), 3 doz eggs (72), corn (20), macaroni (10), cheese (10), 1 cr. peaches (50), 1 doz. bananas (25)	7.22	
Sept. 6	Cig luckies (1.50), camels (150), cake (25), jello (30),	3.55	
Sept. 8 & 9	Pk. Loaf (45), Ham (1.40), lard (15), liver saus (40), V. loaf (35), 2 brd. (20), coffee (45), 6 milk (25), doughnuts (25), corn flakes (25), bananas (25), Melon (30), cookies (40), cherries (15) tobacco (20), cig (1.50), eggs (46), spuds (30), mustard (10), fig bars (.30).	8.11	
Spet. 10	2 bread (20), L. meat (35), pk. chops (45), tom (15)	1.15	
	Total		$30.77
	Grand totals		$1389.13
	Less Credits at Pages 3&9		185.37
	Balance		$1203.76

Endorsed: File No.2016
Filed March 1, 1932
HAL E. HOSS,
Secretary of State.

#1294

PR 167a
East Unit

March 1, 1932

Raley, Raley & Warner,
Attorneys at Law,
Pendleton, Oregon.

Gentlemen:

This is to acknowledge receipt of your letter of February 29, enclosing notice of claim of Norton's Red & White Grocery, in the sum of $1255.76 for groceries, against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co., to which the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Said notice of claim is being placed on file for our reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

March 1, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We today received through Raley, Raley & Warner, Pendleton attorneys, copy of notice of claim of Norton's Red & White Grocery, in the sum of $1205.76 for groceries, against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, to which company the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

This information is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Ore.

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

February 29 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re:- J. M. Norton v. Biggs & Hallyburton-Contract No. 1294

We enclose herewith for filing in behalf of J. M. Norton, proprietor of Norton's Red & White Store of Hermiston, Oregon, a notice of his claim against Biggs & Hallyburton, and Southern Surety Company of New York, as surety for Portland Sand & Gravel Company.

This claim is filed pursuant to the terms of Section 67-1101 Oregon Code for 1930 as amended.

Yours truly,

RALEY, RALEY & WARNER

By

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, J. M. Norton, as the sole proprietor of Norton's Red & White Grocery of Hermiston, Oregon, has a claim for materials furnished in the sum of $1203.76 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County on the Columbia River Highway and which said contract is numbered 1294.

That hereto attached marked Exhibit A and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 26th day of February, 1932.

J. M. Norton
As sole proprietor of Norton's
Red & White Grocery

Subscribed and sworn to before me this 26th day of February, 1932.

R. H. Norton
Notary Public for Oregon
My commission expires: Feb 26. 1933

EXHIBIT A

BIGGS & HALLYBURTON

to

J. M. Norton - Red & White Grocery, Dr.

EXHIBIT G

Merchandise delivered to Biggs & Hallyburton camp during July 1931.

July 1.	12# Steak (3.00) 1 can cocoanut (3.00) 1-#10 can peaches (.75), 12 fly tape (.25), 50# ice (.50), 1 case milk (3.75), 12 cans corn (2.20), spinach (2.00), Salt (.25), 5# turnips (.25) 2 crates grass (1.60)	$17.55
July 2.	Vinegar (.40), 1 Gal. catsup (.60), 4 lbs. butter (1.08), 1 sk. flour (1.15), 20½ lb. pork chops (5.05) 10# boil beef (1.45).	9.73
July 3.	1 cs. corn (3.30), 1 cs. peas (3.30), 1 case beans (3.30), 1 gal. salid oil (1.25), 2 sks. spuds (2.00), 6 lb. butter (1.85), buns (.15), 50 lbs. ice (.50)	15.65
July 5	2 cans syrup (1.80), 10 doz. eggs (1.80), 4# butter (1.08), 50# ice (.50), 5 bread (.63), crackers (.30), 18# pot roast (2.40)	8.48
July 6	7½ ln. Bacon (2.25), 10# steak (2.50), 5# Hamburger (1.00) 3# sausage (.60) pot roast (.50)	6.85
July 7	Boloney (2.35), Pork Chops (2.86), 1/2 case berries (1.10) wax paper (.40), 1 case milk (3.75), 2 jello (.20), 1/2 pt. cream (.25) 3 cartons matches (.60), 3 sks spuds (2.80), 25# flour (2.80), 1 crate coffee (2.70), 6 bread (.40), 1 crate grass (.80), 1/2 case milk (2.00) 50# ice (.50), Baking powder (.55), 1 sk flower (.65), 3 bread (.40) 1/2 case eggs (2.04) 1 doz. lettuce (.85), 1-1/2 doz. bananas (.50), 1 wax paper (.10), 1 can catsup (.75)	28.59
July 8	1 Gal. Syrup (.90), fly spray (3.60), 10# hamburger (1.80), 4# butter (1.08) 4 breads (.50), 6 B. Soap (.50); 2 pd.lye (.25), 1 sk. sugar (5.35) 50# ice (.50),	13.98
July 9	1 doz. cookies (.45), 10# coffee (.30), 1 doz. gloves (5.50) 6 breads (.75), 1 case tomatoes (3.30) 3# butter (.81), 4 sk. spuds (4.20), Ice. (.25), 2 box. apples (2.00) 1 crate Rhubarb ([illegible]) 1 crate grass (1.00) B. sugar (2.20) beef bo[illegible] (1.75), 10# steak (2.90), 5# Hamburger (.90), 5[illegible]usage (1.00)	28.31
July 11	10 fly tape (.30), 6 lettuce (.45), 5# cheese (1.00), 1 cs. blackberries (3.50), 3 ctns. cigs (4.20), 1 ctn. snoos (.75), 1 sugar (.15), 1 paprika (.25), Zoreco (.15), 2 salad dressing (.30), 15# apples (.25), 50 lb. ice (.50), 4 lbs. butter (.1.10), 1 cs. milk (3.75), 4 breads (.50), 6# coffee (1.80), 1 doz. cookies (.20), 16 cans tomatoes (2.80), 2 sks spuds (2.20), 2 cartons grass (2.00), cig.papers (.50), 50 lb. ice (.50), 1 catsup (.60)	27.77

BIGGS & HALLYBURTON.

1931.

July 13	1/2 cs. eggs (2.40), 4 Bread (.50), 1 cs beans (3.30), 1 cs. corn (3.30), 1 gal. catsup (.60) Gal. Salad oil (1.35), 1 sk. flour (1.15), 75# ice (.75), salt (.25), 2 cans pimento (.20), 1 qt. fly spray (.75), 3 cans spinach (.50), 1 doz. borax soap (.95), 1 cs. milk (3.75) 4# butter (1.12), 1 doz. beets (.40), 2 S. wheat (.25), 3 cans corn (.25), 6 lemons (.25), 12 cookies (.20) 6 bread (.40), 1 cs.Coffee (3.60), 4 lettuce (.30), 6 c.w. soap (.25)	12.22
July 14	ctn. matches (.40), 1 cs peaches (4.20), 1 cs. apricots (4.20), 1 cs. pears (4.20), 2 cabbages (.25) peppers (.10), 2# tomatoes (.25), 2 B.Beets (.20), 2 cally beans (.40), lettuce (.20), 3 jello (.25), 6 pickles (.15), bananas (.19), 25# ice (.25), 2# steak (.75), R. Boil (1.85), Bacon back (2.30), 6# weiners (1.50) 20# pork roast (2.25) Stead ($2.35)	26.24
July 15,	10 bread (.65), 50# ice (.50), 1/2 cs. eggs (2.40), 10 B. Bread (.65), 12 cucumbers (.30), 4# butter (1.12) tooth picks (.10), 1 ctn. cig. paper (1.15)	6.87
July 16	50# ice (.50), catsup (.60), 1 cs milk (3.75), crackers (30), 5 corn starch (.50), 4# butter (1.12), 1 Gal. Syrup (.90), Coffee (2.10), 2 sks spuds (1.60), Flour (1.00) baking powder (.50)	16.53
July 17	Lamb boil (1.65), 4# sausage (.75), 9# steak (1.55)	9.55
July 18	Credit (4.70), 1 sk. oats (.55), 3 ctn. matches (.60) ctn. velvet (1.50) 4 bread (.25) 3 lettuce (.30) 3# tomatoes (.25), 6 cantelopes (.60), 25# dried peaches (4.50) rhubarb (1.10)	4.45
July 19	8# veal chops (2.20), 10# roast beef (1.85)	4.05
July 20	1 ctn tomatoes (.75), Prunes (1.00) 1 cs. coffee (5.40), 3# butter (.81), 50# ice (.50), 12 cucumbers (.25), 2 ctns. Grass (.70)	9.41
July 21	ctn. cabbage (1.10), 1 cs. apricots (4.20), 3 doz. corn (.60), 1/2 crate tomatoe (1.50) carrots (.15) 2 sks. spuds (2.20) 1.2 cs.milk (2.00)	11.75
July 22	10# boil (1.75), 8# steak (2.05), 4# sausage (.80), 13 lb. pork roast (2.60), bacon (2.25).	9.45
July 23	1 sk. spuds (.75), 2 fly paper (.10), fly spray (.75) carrots (.40), Beets (.40) 6# macaroni (.50), 40# ice (.40), 10# bulk cocoa (1.50), 4 bread (.25), credit (.70), 4# butter (1.12) 12 doz. eggs (2.40), cabbage (.25), 6 lettuce (.50), 3 yeast (.12) 6 lemons (.20), 4 W. Bread (.25), 1/2 cs. tomatoes (.55), 40# ice. (.40)	15.14
July 24	1 broom (.50), 2 S.Wheat (.25), 6 bread (.40), 3 cnt matches (.60), 3 cnt. camels (4.20), 3 ctn. luckies (4.20), 1 cnt Beech-nut (2.40), apricots (.50), 50# ice (.50), box apples (1.50), 1# tea (.85), 1# tea (.85) 4# butter (2.16) 1 cs. milk (3.75), 2 S. Wheat (.30), 1 Gal. vinegar (.40), 6 bread (.40), 1 ctn velvet (1.75)	20.01
July 25	50# ice (.50), 1 gal. salad oil (1.25), 13-3/4# boil (4.10), 8# veal chops (2.00)	7.75

BIGGS & HALLYBURTON.

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July 27	Corn starch (.10), 6 breads (.40), 1 cs. peas (3.30), 1 cs. tomatoes (3.30), 4# butter (.20) 6 breads (.40), 50# ice (.50), 7# Bacon (2.25), 10# P.Chops (3.00), 7# Boil (1.05), 5# Hamburger.		16.30	
July 28	1 sk. flour (1.15), 1 B.beets (.40), 1/2 cs. eggs (2.40), onions (.25), 1 Gal. Catsup (.60), 1 cs. berries (4.20), 50# ice (.50), 1 cs. beans (3.30), 2 cans spinach (.50), 6 lettuce (.50), carrots (.50) 2 cans soup (.20), 1 doz. cookies (.20), 4# butter (1.20), 3 ctn. cigs (4.20), 50# ice (.50), 1 crate tomatoes (.75), 11-3/4# Bacon (2.90), 10# boil (1.65) 5# sugar (1.00) weiners (1.50)		25.19	
July 29	1/2 case eggs (2.40), 50# ice (.50), Cauliflower (.45), onions (15), 4 breads (.25)		3.75	
July 30	Lunch meat (.90), 9-1/4# leg pork (2.60), 1 cs. peaches (.89), 1 cs. milk (3.75); 2 cigs (.30), 6 breads (.40), 1 cnt. P.A. (3.00), 3 ctn. cigs (4.20), 1 sk. sugar (5,25), 1 cs. apricots (4.20), 12 cantaloupes (.75), 1 cs. tomatoes (.75), 2 lettuce (.15) 1 Gal. Syrup (.90), oatmeal (.50), 1 doz. corn (.25) 6 lemons (.20), 1 cabbage (.30), 4 bread (.25), 4# butter, (1.20), 1 cnt. coffee (3.00), 1 case eggs (4.20), 6 lye soap (.25), 12 B. soap (1.00) 50# ice (.50)		38.99	
July 31	11# steak (2.75), 50# ice (.50)		3.25	$97.81
Aug. 15	Credit. By check to Account,	$177.92		

Merchandise delivered to Biggs &
Hallyburton camp during August 1931.

Aug. 1.	1/2 cs. soffee (2.70), 6# butter (1.30), 6 bread (.50), 1/2 cs. eggs (2.40), 8 bread (.50) 1 spread (.25), 9# bacon (2.25), 5# hamburger (1.00), 2# lunch meat (.50)	11.90
Aug. 3	1/2 cs. eggs (2.40) 5 cans salmon (.75), 1 cnt. camels (1.40), 1 cs. corn (2.80), 1 cs. milk (3.75) 1 sk. flour (1.15) 10 bread (.65), 14 cans sardines (1.40), 4# butter (1.20), 4# coffee (1.60); 4 bread (.25); apples (1.25) 2-1/2 doz. corn (.50), 4 lettuce (.40), 1/2 doz. lemons (.20), spuds (.30), ice (1.00) 13-1/2# Beef roast (2.70)	23.70
Aug. 4	10# pork chops (2.80), 6# sausage (1.20) lard (1.25), 4# butter (1.20), 3 jello (.25), 3 lb. bananas (.19), Chili powder (.15), 3 box.berries (.30), 2 bread (.25) 1 doz. cantaloupes (.60), 2 lettuce (.20), Cauliflower (.30), crate peaches (.89)	9.68
Aug. 5	1 ctn. granger (1.10), 4# butter (1.20), 8 bread (.50), 3 ctn. matches (.60), doz. cookies (.20), pt. sandwich spread (.25), wax paper (.10), box tomatoes (.75), ice (.50), case peas (4.20), baking powder (.90), 1 cr. coffee (5.40), 2 salad dressing (.50), 6# spaghetti (.50), 2 powdered sugar (.25), 3 cauliflower (.45), cr. tomatoes (.75), cabbage (.18), 2 wheat flakes (.56), 12 cants. (.60), peaches (.85), 4 bread (.25), 3 cans salmon (.45) 1/2 cas.oysters	

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Aug. 5.	Continued. (2.75), ice (.50), 10½ lb. pork roast $2.30), 10-1/2 lbs. bacon (2.90)	27.29
Aug. 6	Salt (.10), salad oil (1.25), salt (.10), fly spray (.85), beets (.40), macaroni (.50), 5 lb. cheese (1.00), 4 lettuce (.40), 2 puff wheat (.30), 3 corn flakes (.25), ice (.50), apples (1.50), cut climax (.30), salmon (.30), 1/2 cs. eggs (2.40), 8 bread (.50), 2 kraut (.40), 5 gals. gas (1.10) 12# boil (1.50), 7 lb.weiners (1.75)	14.40
Aug. 7	1 can lye (.15), cs. blackberries (4.20), gal. syrup (.90), Gal. Catsup (.60), 4 lb.butter (1.28), 10 bread (.65), tomatoes (.75), cauliflower (.25), ice (.50), dozen cookies (.20), 5# sausage (1.00), 12 lb.steak (3.00)	13.48
Aug. 8	3 Pr. gloves (.60), 4 lettuce (.40), 4 bread (.35), beans (.50), cabbage (.25), 2 jars peanut butter. (.50).	2.60
Aug. 9	14 bread (.90), sk. salt (.25), toothpicks (.10), case tomatoes (.75), cs. milk (3.75), 6 lb. butter (1.83), 12 pastry (.25), 4 lettuce (.40), sk. oatmeal (.50), 3 cartons matches (.60) case corn (4.20), 3 ctn. cigs (4.20), sk.flour (1.10), 1 gal. pickles (.70), 10 beets (.50), ice (.50), 1/2 cs. eggs (2.18), 16# roast (3.20), 5# hamburger (1.00)	26.91
Aug. 10	14# pork chops (4.20), 9½# Bacon (2.55), 12 Bread (.75), 12 doz. eggs (2.40), 6# butter (1.98) tea (.85) ice (.25), jello (.25), 2 peaches-2 pineapple (.40), 3# bananas (.25) crate peaches (.85), cs. blackberries (4.20) 21# roast (4.20).	23.13
Aug. 11	3 shredded wheat (.45), 20 bread (1.25) sk. flour (1.05), 3 cans clams (.90), box crackers (.35), soap (.25), ice (.40).	4.75
Aug. 12	box apples (1.75), 3 doz. cookies (.60), 4# bananas (.35), crate coffee (5.40), prunes (2.15), case milk (3.75), cs. beans (.30), 12 soap)1.00), 1 jar peanut butter (.25), 8# butter (2.64), 25 bread (1.60), wax paper (.10), 2 cabbage (.40), 6 lettuce (.60), hominy (.80) 4 cans kraut (.90), sk. oats (.50), cs. peas (3.30), sk. sugar (5.50), cs. peaches (4.20), 12 # steak (3.00), 4# hamburger (.80), 2# sausage (40), 2# cold meat (.50), 12# boil (1.80),	42.59
Aug. 13	10# sausage (2.00), 10# hamburger (2.00), 12# pork roast (3.00), 12# bacon (3.00), 12½# weiners (3.10), 4# lunch meat (1.00), 20½# roast (4/10) 20 bread (1.25) 2 boxes tomatoes (1.40), 3 puffed wheat (.45), cs. milk (3.75) cs. corn (3.30), 4# butter, (1.32), 2 shredded wheat (.25), 1/2 cs. eggs (2.18), sk. salt (.10), 4 lettuce (.40), 3 ctn. chesterfields (4.20), 1/2 cs. coffee (2.10), 10 cans salmon (1.10), peaches (1.00), 9 pr. gloves (4.05), ice (1.50) sk. spuds (1.00) salad oil (1.70)	49.25

BIGGS & HALLYBURTON

1931 Aug. 14	sugar (.50) lard ($1.25)syrup (.90) sk. flour (.65) 3 jars mustard (.30) Salmon (.75) 1 pt. sandw. spread (.25) 25 bread (1.25) 3 doz. cookies (.60) case blackberries (4.20) 8# butter (2.64) ½ case eggs (2.40) two boxes tomatoes (1.50) macoroni (.50) ice (.50) 10-3/4 lbs. bacon (3.00) 1 ½# pork chops($4.30) 3½# veal boil (.70) 5# hamburger (1.00) 5# sausage (1.00)	28.19
Aug. 15	sk. spuds (1.25) gal. catsup (.60) 4# butter (1.32) 30 bread (2.00) 3 jars peanut butter (.75) beans (2.00) can pepper (.45) 1# tea (.85) 6 jello (.50) 2 cans pineapple (.40) 6# bananas (.50) crate coffee (5.40) 1 nutmeg (.20) vanilla (.85) 2 cans pimentos (.20) 5# cheese (1.00) sk. oats (.50) 5# calumet (1.25) 6 lettuce (.60) 50# ice (.50) box cucumbers (.85) 20# roast (4.20) eggs (3.00) weiners (3.10) can corn (2.30)	34.37
Aug. 16	14¾ # sausage (2.95) 20# boil (3.00) 3 doz. cookies (.60) ice (.50) 3 cartons matches (.60) cigs. (4.20) cantaloupes (1.00) spuds (1.25) prunes (1.00) syrup (.95) tomatoes (.75) ice (.50) apples (1.65) case milk (3.75) 30 bread (1.90) 3 corn flakes (.25) 14 beets (.60) crackers (.70) 6# butter (1.98) ½ case eggs (2.28) vinegar (.40)	30.81
Aug. 17	30 bread (1.90) 8# butter (2.64) soap (.25) eggs (.20) ice (.50) syrup (.85) carton P.A. (3.00) coffee (5.60) case peaches (2.25) box apples (1.50) 15# spaggetti (1.80) sugar (.50) 5 kraut (.75) gal. catsup (.65)14½# roast pork (4.00) 2# lunch meat (.50) 12½# bacon (3.10) 8# lard (1.20) 4# cold meat (1.00) 25# steadk (6.25)	38.84
Aug. 18	Ice (.50) box tomatoes (.75) toilet tissue (.25) ½ case eggs (2.28) 20 bread (1.25) 2 dz. maple bars (.50) 18# coffee (5.40) 6# butter (1.98) onions (.50) cabbage (.60) lettuce (.60) gloves (.60) salmon (6.25) 12½# bacon (3.55) 14# hamburger (2.80) 3¾# veal boil (.75) 23½ beef roast (4.75) credit (.60) soap (1.00) 4 kraut (.60) 5 cauliflower (1.00)	35.31
Aug. 19	20 bread (1.25) 6# butter (1.98) case milk (3.75) ½ case eggs (2.40) gal. salad oil (1.25) velvet (1.40) Peets (.40) spaghetti (.90) sugar (1.65) flour (1.10) lard (1.00 bananas (.45) ice (.50) box apples (1.65) 15# weiners (3.75) boiling beef (2.80) cold meat (1.00) bacon (4.10) sausage (3.00) roast (2.40)	36.75

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Aug. 20	6# butter (1.98) ice (.50) speghetti (.50) sk. oats (.50) 2 doz. bananas (.40) ½ case eggs (2.40) cookies (.60) 20 bread (1.25) case corn (3.30) case beans (3.30) case peas (4.20) sk. salt (.25) shaker salt (.10) peaches (1.00) prunies (1.00) catsup (.65) hominy (.75) 2 cigs (3.00) lard (1.00) beans (1.00)	27.68
Aug. 21	20 bread (1.25) 6# butter (1.98) peanut butter (.75) sk. flour (1.05) sugar (5.70) ½ case eggs (2.40) doz. bananas (.25) 2 shredded wheat (.25) 4 lettuce (.40) ice (.50) leg pork (4.25) 10# hamburger (2.00) 14# sausage (2.80)	30.58
Aug. 22	20 bread (1.25) 6# butter (1.98) eggs (2.40) 1 case milk (3.75) syrup (.90) 6 soap (.25) gal. catsup (.60) case peaches (4.20) crate coffee (5.40) ice (.50) case blackberries (4.20) 20# steak (5.00) 5# weiners (1.25) 16# bacon (4.45)	36.13
Aug. 24	12½# bacon (3.55) 4# lunch meat (1.10) 15# pork chops (4.20) hamburger (.80) 20# roast beef (4.00) 3 doz. cookies (.60) ice (.50) broom (.90) 20 bread (1.25) peaches (1.00) pears (1.00) tomatoes (1.50) applies (1.65) baking powder (.25) case peas (3.75) 6 hominy (.75)	26.70
Aug. 25	20 bread (1.25) 6# butter (1.98) 3 cans pimentoes (.30) case milk (3.75) 5# cheese (1.00) 4 lettuce (.40) maplebars (.20) ice (.50) 20½# boil (3.05) 15# sausage (3.00) 15# lamb chops (3.75) 5# hamburger (1.00)	20.19
Aug. 26	20 bread (1.25) 4# butter (1.32) 1 pt. sd. spread (.65) doz. bananas (.30) 2 cauliflower (.80) 3 cartons matches (.55) camels (4.20) ½ case eggs (2.40) 9 pr. gloves (1.80) ice (.50) 12# steak (3.00) 10# sausage (2.00) 3 sks. spuds (3.40) tea (.85) 2 meat (.50) dev. meat (.25) ½ case eggs (2.40) 1 qt. fly spray (.85) 20 bread (1.25) oats (.50) 1 case milk (3.75) 3 doz. cookies (.60) 6 # butter (1.92) ice (.50)	35.54
Aug. 27	10# hamburger (2.00) 20½# beef roast (4.30) 3 doz. cookies (.60) macoroni (.50) 20 bread (1.25) 1 snoos (.75) ice (.50) 6 lettuce (.60)	10.50
Aug. 28	14¼# pork roast (3.55) 12# weiners (3.00) 4 snoos (.40) ½ case eggs (2.64) 20 bread (1.25) yeast (.12) catsup (.65) 4# butter (1.28) 2 cans pimentoes (.20) cabbage (.20) carton velvet (1.75) 6 bananas (.20) two kraut (.40) ice (.50) 3/4 c. salmon (4.75) gal. salad oil (1.25) 4# cold meat (1.00) qt. fly spray (.85) cake (.25) 3 cans pimentoes (.30)	24.54

1931 Aug. 29	2 doz. maple bars (.50), 3 doz. eggs (.69), Climax (.85), sk. oatmeal (.55), Gal. Karo (.90), Toothpicks (.10), 8# butter (2.64), Box apples (1.50), prunes (1.00), case blackberries (4.20), macaroni (.50), 2 doz. doughnuts (.50), 1/2 os eggs (2.64), 8 bread (1.00), ice (1.00), 2 ctns. cigs (3.00), 3 cans pineapple (.60), box tomatoes (.75), lard (2.00), crackers (.70), mayonaise (.35), 4 lettuce (.40)	26.47	
Aug. 30	1/2 cs. eggs (2.76), 10 bread (.65), sk. flour (1.10), sugar (1.50), 20# spaghetti (1.20), 5 cans hominy (.75), case milk (3.75), 6 lettuce (.60), 5 soap (.25), ice (.50), carrots (.50), cr. coffee (5.40), 2 shredded wheat (.25), 3 puff wheat (.45), 3 corn flakes (.25), 10 bread (.65), 6# butter (1.98), soap (1.00), Peets (.40), Gal. salad oil (1.35), ice (.50), snuff (.75), 13-3/4# Bacon (3.85), 3-3/4 boil (.85), 10# hamburger (2.00), 20# steak (5.00), 15# sausage (3.00), 3# lunch meat (.90),	42.11	
Aug. 31	Sk. spuds (1.00, correction (.90), bread (.65), apples (1.50), 18# Boil (3.25), 4# lunch meat (1.10), 5# hamburger (1.00),	9.50	
	Total amount for August.		$733.39

Merchandise delivered to Biggs & Hallyburton camp during Sept. 1931.

Sept. 1	10-1/2# Bacon (3.10), 20# roast (4.00), 15# prok chops, (4.20), 8# lard (1.20), 8 bread (.50), 4# butter (1.28), sk. spuds (.85), cabbage (.25), snuff (.75), 3 doz. cookies (.60), 40# carrots (1.50), 3# peanut butter (.50), ice (1.00) fly spray (.85), 2 fly tape (.05),	20.63
Sept. 2	4# butter (1.32), 20 bread (1.25), tea (.85), 3 doz. cookies (.60), sk. salt (.25), sk. oatmeal (.55), case corn (3.30), ctn. gloves (5.40), Ice (1.00) case peas (4.20), Gal. salad oil (1.15), cheese (1.00), prunes (1.00), 15-1/4# Bacon (4.25), 12# weiners (3.00), 1/2 case eggs (2.76)	31.88
Sept. 3	10 bread (.65), case beans (3.30), cr. tomatoes (.60), pickles (.50), 5 cans kraut (1.00) cabbage (.20), 6 lettuce (.50), beets and cauliflower (1.00), ice (.50), buns (.30), 13½# pork roast (3.35), 2# lunch meat (.50), 10# sausage (2.00),	14.40
Sept. 4	20# steak (5.00), 16 bread (1.00), 6# butter (1.98), 1/2 case eggs (2.64), case milk (3.75), cr. coffee (5.40), ice (.50), peaches (1.00), matches (.20), 12# hamburger (2.40), 11# steak (2.75)	26.62
Sept. 5	10# hamburger (2.00), ice (.50), cantaloupes (1.00), prunes (1.00), 4 doz. cookies (.80), Jello (.25), bananas (.25), pineapple (.20), 6 lettuce (.60), gal. salad oil (1.25), qt. fly spray (.85), velvet (1.60), 6 cans tomatoes (.90), ice (.50), 15# steak (3.00)	14.70

BIGGS & HALLY BURTON.

1931.		
Sept. 6,	1/2 cs. eggs (2.40), 16 bread (1.00), sugar (1.49), 6 lb. butter (1.98), sk. spuds (1.00), catsup (.65), ice (.50),	9.02
Sept. 7	16 bread (1.00), 1/2 cs. eggs (2.40), 4# butter (1.32), 4 cans hominy (.50), 6-3/4# liber (1.00), 13# roast beef (2.60), 6½# bacon (1.80),	10.64
Sept. 8	4 soap (.35), soap (.25), cs. milk (3.65), apples (1.00) 2 corn flakes (.20), copenhagen (.50), ice (.50), 11½# roast (2.90), 25# flour (.65)	10.00
Sept. 9	Box tomatoes (.65), 4 lettuce (.40), cauliflower (.20), yeast (.08), bread (.25), 4# lard (.80), 10# steak (2.00).	4.38
Sept.10	2# butter (.66), doz. cookies (.20), ctn.matches (.20), sugar (.65), 12# steak (.3.00).	4.91
Sept. 12	Bread (.15), butter(.33), tomatoes (.15) peaches (.25), cake (.25), veal steak (.80), lard (.65) 11-3/4# roast (2.35), steak (.3.00)	7.93
Spet.14	(returned merchandise) 10 pr. gloves (4.00), 12 cans peas (2.40), 4 cans kraut (.60), 2 snuff (.20), lard (.75), tea (.45) blackberries (.70), crackers (.70), macaroni (.50) 3# coffee (1.50), peaches (1.00), beans (.75), spaghetti (.90), prunes (1.00), 11 cans milk (.65), 12 cans beans (1.45), 4 cans corn (.45), 34 cans salmon (4.75), 12 doz. eggs (2.60), Credit.	$24.60.
	Total Sept.	$130.51

Merchandise delivered to ~~Biggs &~~ Clyde Burk to Account of Biggs & Hallyburton during August 1931.

Aug. 17	2 bread (.15), spuds (.25), cookies (.35), Oranges (.18), 4 cig. (.60), meat (.35), lunch meat (.15), fruit salad (.25), lettuce (.10), bananas (.20),	2.58
Aug. 18	Coffee (.45), 2 bread (.15), 1# cookies (.40), qt. milk (.10), cig (.75), Colo. (.10).	1.95
Aug. 19	1/2# wafers (.20), fly tape (.05), oranges (.20), lettuce (.15), Tuna (.15), 3 pk. & beans (.30), 3 milk (.25), 2 c. corn (.30), stk. (.20), Lunch Meat (.10), M. Ham (.15),	1.95
Aug. 20	Cig. (.15), sugar (.25), cig. (1.50), Buns (.10) Doughnuts (.15),	2.15
Aug. 21	Butter (.35), Buns (.10), cookies (.10), cookies (.20), oysters (.30) crackers (.20), qt. milk (.20), Lunch meat (.35), bacon (.40).	2.20
Aug. 22	Walnut (.15), cookies (.15), 2 bread (.15), 3 bananas (.15), Bars (.10), 2 pep (.20), qt. milk (.20), spuds (.25), 5 corn (.50), 2 cukes (.10)	1.95

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Aug. 24	Stk. (.25), pickles (.25), Lard (.70), cig. (.60), peanut butter (.25), maple bars (.13), 6 eggs (.10), W. Wheat (.10), cig. (.15),	2.53	
Aug. 25	Steak (.15), coffee (.45), wafers (.10), 2 cants (.20), candy (.20), fig bars (.30), cig (.30) tomatoes (.25), 4 cants (.25),	2.25	
Aug. 27	Yeast (.04), grapes (.35), cig. (.60), candy (.20) cigs. (.15), grapes (.30),	1.64	
Aug. 28	Milk (.20), 2 C. oysters (.30), pickles (.17) Olives (.30), cookies (.20),	1.17	
Aug. 29	Cig. (.30), M. Ham, (.10), bread (.15), bananas (.15), cheese (.30), coffee cake (.15), cigs. (.15)	1.30	
	Total		$21.67
Sept. 14	Credit by check,	$7.45	

MERCHANDISE DELIVERED TO M. BESANSON
TO ACCOUNT OF BIGGS & HALLYBURTON
DURING AUGUST 1-31.1931.

Aug. 17	Bread (.10), Clam chowder (.30), 1/2 doz. peaches (15), cookies (.15), P. chop (.20), carrots (.05), Buns (.10), Doughnuts (.15), mayonnaise (.20), peaches (.25), eggs (.20), bananas (.20), 2 cants (.20), pop (.10), steak (.35), minced ham (.10)	2.80
Aug. 18	Fig bars (.15), buns (.10), 6 M.Bars (.15), 1 sh. wheat (.15), 1 B. milk (.20), tuna (.15), 3 cants (.25), 1 lettuce (.13), steak (.35) weiners (.15)	1.78
Aug. 19	Cakes (.15), buns (.10), Chix Noodles (.45), qt. milk (.10), Butter (.35), melon (.27), tomatoes (10), Soap powder (.25), peaches (.15), bananas (.15), gum (.05), candy (.10), weiners (.15), hamburger (.20).	2.57
Aug. 21	Eggs (.20), M. Bars (.15), 6 bananas (.15), 2 pep (.25), cig. (1.50), candy (.10), 3 cukes (.10) candy (.25) peaches (.20), bread (.08) coffee (.45) corn (.20), lettuce (.15), clams (.20) cookies (.10), pk. steak (.40), H.B. (.15), 4 bars (.15)	4.78
Aug. 22	Eggs (.20), Doughnuts (.15), Shrimp (.20), bacon (.08), cabbage (.05), melon (.25), milk (.20) Olives (.19) corn (.20), Bananas (.15), cookies (.10), candy (.15)	1.92
Aug. 24	Bolo. (.20), lard (.15), soup bone (.15) chops (.25), Weiners (.20), Steak (.25), bananas (.15) fig bars (.10), tomatoes (.15) rolls (.20), pop (.10), soap (.25), flakes (.10), coffee cake (.10), Milk (.10), Doughnuts (.15), Bread (.08), Mayonnaise (.28), lettuce (.10), peaches (.10).	5.13
Aug. 25	Pk. roast (.40), Cornstarch (.10), Bananas (.15), 7 maple bars (.15), 1 c. peas (.20), 1 doz. peaches (.25), tomatoes (.10), potatoes (.25)	1.60

BIGGS & HALLYBURTON.
1931.

~~Sept.~~26 Aug	Ham (.20), Pk roast (.40), steak (.65), cookies (.15) Coffee Cake (.15), apples (.10), salt (.10)	1.76	
~~Sept.~~ 27 Aug.	Boil (.50), ham (.20), H. B. (.15), Bread (.10), Sugar (.25), Butter (.35), peaches (.15), milk (.05), peas (.15), Ham (.15), eggs (.23), clorox (.25), cake (.10), Buns (.10), lettuce (.10).	2.93	
~~Sept.~~ 28 Aug.	Bars (.25), milk (.20), clams (.30), corn (.15), melon (.25), Butter (.35), Gra. Crax. (.35), bread (.10), Bananas (.15), clams (.30), milk (.20), buns (.16), soda crax (.20), shrimp (.25)	3.21	
~~Sept.~~ 29 Aug.	Cants (.25), Buns (.20), D. nuts (.25), bananas (.15) cookies (.20), cake (.25), M. Ham,(.25)	1.55	
	Total		$30,03

MERCHANDISE DELIVERED TO RALPH BURKE
TO ACCOUNT OF BIGGS & HALLYBURTON
DURING AUGUST 1931.

~~Sept.~~ 17 Aug.	Doughnuts (.25), milk (10), pop (20), snuff (10), spuds (25), cookies (80), P. wheat (15), P. rice (18), cants (19), eggs (20), tom (25) oranges (18) butter (35), lux (25), P. chops (60), L. meat (10), peaches (25), sugar (10), lemons (.20).	4.70
Aug. 18	Bananas (25), cake (25), peaches (25), 3 cigs (45) 4 bread (25), cigs (30), Ham (1.00), L. meat (35) crax. (20), cookies (.80)	4.20
Aug. 19 & 20	Flour (.30), eggs (20), cig (15), ice (10), steak (35), soap (25), milk (50), cig (30), cookies (35), soup (20)	4.00
Aug. 21	Bananas (25), melon (30), pop (40), grapes (30), coffee (45) pretzels (25) L. meat (.50)	2.45
Aug. 22	Cookies (40), lettuce (13), salad dr. (25), eggs (20), corn (30), bananas (25), oysters (30), pineapple (40), cigs (30), snuff (75)m bolo (25), H.B.&Sans (30), 2 pop (20), 2 cig (30).	4.33
Aug. 24	Steak (30), cookies (40), P. wheat (30), crax (35), soup (20), cheese (30), milk (50), fig bars (30) cig (30) eggs (20), pop (20).	3.35
Aug. 25	L. Meat (25), noodles (45), Bananas (50), pop (10)	1.30
Aug. 26	Pop (20), candy (10), bread (08), butter (35), cookies (40), melon (.30)	1.43
Aug. 27	L. Tongue (20), H.B. (30), D.nuts (25), Wash. Powd. (25), spuds (25), soup (40), matches (.05), pickles (17), grapes (15), bread (15), eclairs (.40), Powd. (25), 2 C. peas (32), bananas (25)	3.39
Aug. 28	2 sp. chips (25), 2 pop (20), Bolo (25), D.nuts (25) cheese (.30), coffee (.35), fig bars (15.), P.chops (25), pickles (17), cants (25), pop (20), bread (13) soup (20), grapes (30), 3 sp. chips (25)	3.40

BIGGS & HALLY BURTON.
1931

Aug. 29	Grapes (20), cake (25), pop (20), melon (30), cookies (80), bananas (25),	$2.00	
Aug. 30	Pop (20), meat (50), bread (15), butter (35), toms (15), P. wheat (15), peas (20),hmbg. (20)	2.40	
	Total		$36.95

MERCHANDISE DELIVERED TO G. E. JOHNSON TO ACCOUNT OF BIGGS & HALLYBURTON DURING SEPT. 1931.

Sept. 2 & 3	Cig (1.50), matches (20), whole W.Bread (15), Bolo. (25), L. meat (70), 2# bacon (80), butter (35), 2 doz eggs (48), 6 c milk (25), spuds (15), 2 c. flakes (20), 1 doz.lemons (40), crt.peaches (50), mustard (15), L. meat (25), liver saus. (25), dills (20), cake (25) tom (.60), lettuce (20), cheese (20), Lemons (40), 2 bread (13), melon (25).	8.96	
Sept. 4	2 lgr bread (25), 1 doz eggs (23), 1 pie (25), 2 pk chops (60), meat (35).	1.78	
Sept. 5	2 lunch meat (70), boil (65), hambg (40) chix (1.25), bacon (1.15), sugar (25), 2# butter (70), 4 sm. bread (25), 3 doz.eggs (72), corn (20), macaroni (10), cheese (10), 1 cr peaches (50), 1 doz. bananas (25)	7.22	
Sept. 6	Cig. luckies (1.50), camels (1.50), cake (25), jello (30),	3.55	
Sept. 8 & 9	Pk. loaf (45), Ham (1.40), lard (15), liver saus. (40), V. Loaf (35), 2 brd. (20), coffee (45), 6 milk (25), doughnuts (25), corn flakes (25), bananas (25) Melon (30), cookies (40), cherries (15) tobacco (20) cig (1.50), eggs (46), spuds (30), mustard (10), fig bars (.30).	8.11	
Spet. 10	2 bread (20), L. meat (35), pk. chops (45), tom.(15)	1.15	
	Total		$30.77
	Grand totals,		$1389.13
	Less Credits,at pages 3 & 9		185.37
	Balance		$1203.76

#1294

PR 167a
East Unit

February 10, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter of the 8th instant, enclosing copies of notice of claim filed by Raley, Raley & Warner, attorneys of Pendleton, for Black & White Garage. This claim is in the sum of $1528.66, for labor and materials furnished to Portland Sand & Gravel Company, to which the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

As suggested by you, we are today mailing copies of the notice to the contractor and its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1294

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East Unit

February 10, 1932

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STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 10, 1932

Southern Surety Company of N. Y.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim that was filed with the Secretary of State by Raley, Raley & Warner, attorneys of Pendleton, for J. G. Pearson.

This claim is for $1526.66 and is against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

We are giving you this information as you appear as surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

cretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 10 1932
OREGON
STATE HIGHWAY COMMISSION

February 8, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Raley, Raley & Warner, Attorneys, Pendleton, Oregon, and filed as of this date, a notice of claim by J. G. Pearson, proprietor of Black & White Garage, for labor and materials furnished in the sum of $1328.66 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, J. G. Pearson, as the sole proprietor of the Black & White Garage of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $1328.66 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County on the Columbia River Highway and which said contract is numbered 1294.

That hereto attached marked Exhibit A and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 1st day of Febry, 1932.

J. G. PEARON
As sole proprietor of Black & White Garage

Subscribed and sworn to before me this 1st day of Febry, 1932

(SEAL)

H. J. WARNER
Notary Public for Oregon
My commission expires: Jan. 13, 1935

* * * * * * * * * * * * * * *

EXHIBIT A

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

By O. E. James 1931			
Sept.	2	1 qt. oil .55 16½" 2" hose	1.15
	2	5 lbs. grease	1.25
	2	Solder .25 labor 1.70	1.95
	7	Repairing universal-labor	3.75
By Shirk Bros.			
Aug.	24	5 gallons gas	1.10
	24	1-3/8 x 7¼ nut	.07
	25	24# transmission grease	3.60
	25	6 ft. of 5/16 copper tubing	.60
	25	2 5/16 nipples & Glonds	.20
	25	2-1" nuts .25 1-⅜ x 1½ bolt .12	.57
	26	5 gallons gas 1.10 1 qt. oil .35	1.45
	26	11 inches 1½" hose	.40
	26	5 gal. gas 1.10 1qt. oil .25	1.35
	27	2 gal. Zerolene oil	1.60
	27	3 tire changes 3 tubes vulcanized -3 boots	6.00
	26	Job # 809-labor	1.05
	25	12 lbs. iron .96 Oxygen & material 2.75 6-½ x 2 bolts & nuts .84-6½ ft. shafting 1.60 labor 11.10	17.25
	26	3 lbs. iron .24 5 lbs. shafting .60 5-5/8 bolts & nuts .30-4 3/4 nuts.24 labor 6.70	8.08
	26	105 lbs. sheet steel 10.50 24 3/8 x 1½ nuts 1.92 4-3/8 x 2½ bolts .40 2-3/8 x 3 nuts.24 oxygen & material 2/15-labor 14.10	29.31

	27	2-3/4 nuts .12 labor .55	.67
	28	12-½ nuts .35 12-½ washers .15 12 ½ x 1½ bolts 1.44 2-3/4 x 2½ bolts and nuts .60 oxygen & material 2.35 31 lbs. iron 2.48 labor 12.50	19.87
	28	4 gallons gas .88 2qts oil .50	1.38
	28	1 ½ gal. oil	1.20
	28	10 gal. gas	2.10
	29	Labor	.65
	29	Labor	.45
	30	3 qts. motor oil	1.05
	30	2-3/8 x 2 bolts & nuts	.18
	30	6-7/16 x 2 bolts & nuts	.66
	31	1 bolt	.05
	31	7 gallons gas	1.54
	28	Tire and tube	9.25
	31	Labor	.65
	31	Labor	3.55
Sept.	1	1 light bulb .40 tape .10	.50
	1	10 ft. wire	.40
	2	2 ground cables	.60
	2	3 gal. # 7	3.00
	1	2 gal. gas .44 1 qt. oil .35	.79
	3	8 7/8 lock washers	.36
	3	5 gal. gas 1.10 1 qt. oil .35	1.45
	3	grease gun leathers .10 battery rent .50	.60
	4	2 long cotter keys	.05
	1	3 gal. # 7-3.00 16" 1/4 copper tubing .15 labor 9.20	12.35

EXHIBIT A, Contd.

BIGGS & HALLIBURTON

to

1951 BLACK & WHITE GARAGE

Sep. 1		12-7/8 nuts 1.20 8 ft. shafting 1.65 labor 2.50	5.35	
Sep.	2	3 gal. # 7 3.00 labor 13.25	16.25	
	2	Labor	4.00	
	4	Oxygen & Material .35 labor 4.20	4.55	
	5	Labor	.95	
	5	Battery rental .50 bolt & nut .05	.55	
	5	6 gal. gas 1.32 2 qts. oil .70	2.02	
	6	3 tire changes 3.75 3 boots 1.50	5.25	
	5	Tire change & boot	1.50	
	7	3 gal. gas .66 1 qt. oil .35	1.01	
	7	6 gal. gas 1.32 3 qt. oil 1.25	2.57	
	7	3 gal. #7 3.00 labor 7.85	10.85	
	7	Labor	.95	
	8	3 5/8 x 2½ bolts .30 labor .95	1.25	
	8	Telephone	1.30	
	8	6 3/8 nuts	.06	
	9	4 gal. gas .88 1 qt. oil .35	1.23	
	9	Labor	3.15	
	4	Battery rental	1.00	
	7	Battery # 252 rental	.50	
	11	2 3/8 x 2 bolts & nuts	.18	
	11	Paid on account for tire and tube		9.25
	12	Battery rental	1.25	
	13	Battery rental	1.50	
	12	Labor on spring	3.15	

By Biggs & Halliburton:

1951			
Jul.	30	1-68 M. 11/13 B. B. volt regulator	7.50
		Telephone .25 labor .85	1.10
Aug.	1	Labor on long chain	4.10
	1	4-5/8 nuts. 20 labor 3.45	3.65
	1	Oxygen & material .50 labor .65	1.15
	1	Oxygen & material .85 labor 1.90	2.75
	1	2 flash light batteris .20 12 qts. oil 3.00	3.20
	1	1-440-21 tire & tube	8.45

	2	5 gal. gas	1.10
	2	12 stove bolts	.10
	2	Oxygen & material .75 labor 1.25	2.00
	3	Labor	1.15
	3	Labor	2.10
	3	3 Gal. gas .66 1 qt. oil .35	1.01
	4	2 light bulbs .80 2 battery bolts .10	.90
	4	4 -32 -32 bulbs	1.60
	4	12 ½ x 1½ bolts & nuts	1.44
	4	12 ½" lock washers	.12
	4	1 # 752 fan belt	1.60
	4	1 can liquid solder	.75
	4	1 oil can .35 felt washers .20 labor .35	.90
	4	Labor 9.70 Telephone .50 washers 1.60 sheet lead.	
		.15 gasket material .25	12.20
	5	Air line .20 labor 1.25	1.45
	5	Shafting .25 labor .65	.90
	5	6 lbs. shfg. .72 shfg. .18 labor 4.10	
		Oxygen & material 1.45	6.45
	5	Steel 1.60 labor .95	2.55

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

1931			
Aug.	5	Fermeter .80 clutch oil .50 towing 6.25	
		labor 5.15 hose .20 bolt .10	13.00
	5	3 gal. gas.66 4 AC plugs 3.00	3.66
	6	2-5/8 nuts & lock washers	.14
	6	3-3/4 x 4 cap screws	1.05
		7 gal. gas 1.54 2 qts. oil .50	2.04
	7	6 ft. Packard cable	.58
	7	12 lock washers	.12
	7	1 yd. gasket material	1.50
	7	1 condenser	.75
	7	Oxygen & material .35 labor .45	.80
	7	3 lbs. bronze 1.65 12 carriage bolts .25 4 AC	
		plugs 3.00 15 lbs. iron 1.20 1-1/4 x 2½ bolts .08	
		Oxygen & Material .75 Labor 5.35	12.78
	7	Oxygen & Material .50 labor 5.00	5.50
	8	Labor	.35
	8	Oxygen & Material 1.50 labor 1.05	2.55
	8	4-½ x 2 bolts	.56
	8	Repairing truck spring	18.00
	8	6-½ x 2 bolts & nuts	1.02
	8	6 lock washers	.06
	8	2 ½ nuts & lock washers	.11
	8	5 gal. gas	1.10
	8	1 550 x 20 tube	2.70
	8	Parts shipped in C. O. D.	7.04
	8	3-32-32 bulbs	1.20
	8	4 light plugs	.40
	8	5 gal. gas 1.10 2 qts. oil .50	1.60
	9	10 gal. gas 2.20 1 qt. oil. 25	2.45
	9	25 ft. packard cable	1.75
	9	7 ft. 5/8 copper tubing	.92
	9	4 connections for gas line	.20
	9	20 ft. lite wire 1.00 cutout .80	
		1 battery cable .80 labor .35	2.95
	9	material .85 labor 1.60	2.45
	9	3-3/8 x 1½ bolts .24 labor 3.15	3.39
	6	materials .25 labor .25	.50
	7	Oxygen & Materials 2.10 car 1.50 labor 3.15	6.75
	9	~~[illegible]~~	~~[illegible]~~
	10	4-½ x 1½ cap screws .40 labor 1.50	1.90
	9	oxygen & material 1.10 labor 1.10	2.20
	10	2 light plugs	.20
	10	1-5/16 x 3/4 cap screw	.05

10	5 ft. pump packing	.50	
10	repairing magneto C. O. D. shipped	5.72	
10	2 head lights	2.00	
11	16 ft. packard cable	1.60	
11	1 light bulb	.45	
11	tire change	.50	
11	2 flash lights	3.00	
11	3-6-8-21 bulbs	.90	
11	4 bulbs at .25	1.00	
11	5 gal. gas	1.10	
11	2 Timpkin cones 18.66 2 cups 14.62 oxygen & material .95 1/2 lb. bronze .50 2 felt washers .10 labor 11.35	46.18	

EXHIBIT A. Contd.

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

1951				
Aug.	11	Oxygen & material .65 labor .65	1.30	
Aug.	12	shafting .25 labor 1.00	1.25	
	12	1-5/8 nut	.05	
	12	2 flashlight batteries	.20	
	12	2 5/8 x 2½ bolts	.20	
	12	6-5/16 x 1½ bolts	.30	
	12	2 -5/8 nuts .12 6 lock washers .03	.15	
	12	1 roll tape	.10	
	12	2-5/16 x 3/4 bolts	.10	
	12	1-3/8 x 2 standard cap screw	.10	
	12	6 lock washers .05 3/8 x 1 cap screw .05	.10	
	12	4 AC plugs	3.00	
	12	4 AC plugs	3.00	
	12	6 ft. packard cable	.60	
	12	7 gal. gas 1 qt. oil	1.79	
	12	6 ½ x 1½ SAE bolts	.72	
	12	6-½" nuts .12 6 lock washers .06	.18	
	12	6-5/8 lock washers .06 1-5/8 nut .03	.09	
	12	1 roll tape	.10	
	13	gas line connection	.15	
	13	2-3/8 x 4 bolts .18 2-3/8 x 1½ -16	.34	
	13	5 gal. gas	1.10	
	13	2 tire changes 1.00 1 boot .35	1.35	
	13	tire flap	.75	
	13	10 gal. gas 2.20 2 qts. oil .50	2.70	
	13	bearing screws	.75	
	13	2 5/8 x 3 bolts	.48	
	13	2 Alemites	.20	
	13	oxygen & material .25 labor .35	.60	
	13	2 lbs. bronze 1.10 oxygen & material 3.65 labor 7.60	12.35	
	14	Battery charge .75 switch .50	1.25	
	14	10 ft. cable .50 tape .10	.60	
	14	battery charge	.75	
	14	2 AC plugs	1.50	
	14	2 woodruf keys	.10	
	14	6 rivets	.06	
	14	2-6-8-21 .70 4-18-27 1.00	1.70	
	14	Battery charge .75 rental 1.00	1.75	
	15	Sealfast	.50	
	15	3 tubes repaired 3.25 frt. .50	3.75	
	15	8 gal. gas	1.76	
	15	1 battery cable	.70	
	15	7 gal. gas	1.54	
	15	1-475-19 tire & tube	11.60	
	15	credit old tire & tube		2.00
	15	Oxygen & material 7.10 labor 10.00	17.10	
	15	16-5/8 x 1½ bolts & nuts 1.28 2-1x18" bolts & nuts .90 oxygen & materials 6.50 1-5/8 x 2½ bolt & nut .22 labor 11.90	20.80	

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

To
BLACK & WHITE GARAGE

1951			
Aug.	15	Oxygen & material .95 labor 1.05	2.00
Aug.	15	1 Dodge light lens .35 1-6-8-21 bulb .35	
		20 ft. Ormond cable 1.00	
		Oxygen & materials 6.95 labor 8.45	17.10
	14	Oxygen & materials 1.05 3 lbs. steel .36	
		labor 2.75	4.16
	16	Oxygen & Material 1.95 -labor 2.50	4.45
	16	Labor .65 oxygen & material .55	1.20
	16	1-5/8 x 8½ cap screws	.20
	16	2 flashlight batteries	.20
	16	4 flashlight batteries	.40
	16	5 gallon gas	1.10
	16	2 light bulbs	.70
	16	1 light bulb	.45
	16	4 7/8 x 2 bolts	.56
	16	4-½ bolts	.20
	16	7 gal. gas	1.54
	17	2 axle shafts	46.20
	17	10 gal. gas	2.20
	17	5-5/8 cap screws .25 1-3/4 cap screw .07	.32
	17	5-5/8 locks .10 1-3/4 lock. 03	.13
	17	1 con. rod .80 gaskets .25	1.05
	17	5-5/8 x 2 bolts .95-5 5/8 locks .05	1.00
	17	12 flat washers .10 stop leak .75	.85
	17	start car	.50
	17	8 gal. gas 1.76 5 qts. oil 1.75	3.51
	17	oil pump gears	11.35
	17	exchange on con. rod. 2.00 piston 2.25	4.25
	17	2 rings .60 1 oil ring .50	1.10
	18	finish piston .50 piston pin .30	.80
	17	telephone .25 stage .25	.50
	17	oil ring .50 hose. 25	.75
	8	8 7/16 x 1½ bolts	.20
	8	2-½ x 3 bolts & nuts & locks	.35
	8	2-5/16 nuts 1-½ x 1 cap screw	.13
	8	6 3/8 nuts	.06
	17	5 ft. 1/4" copper tubing .50 labor 1.25	1.75
	17	Oxygen & material 2.95 -labor 2.10	5.05
	17	labor	.65
	17	oxygen & material 1.15 labor 2.00	3.15
	18	Telephone	.30
	18	2-3/8 x 1½ bolts & nuts	.12
	18	7 gal. gas	1.54
	18	10 gal. gas 2.20 1 qt. oil .25	2.47
	18	1 qt. oil	.35
	18	9 gal. gas 1.98 grease job 1.00	2.98
	18	adjustment on tire	10.00
	18	freight & C. O. D.	1.26
	18	6 5/16 x 1½ bolts & nuts	.48
	18	4 AC plugs 3.00 1 nipple .05	3.05

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

to
BLACK & WHITE GARAGE

1951			
Aug.	18	Oyxgen & material 1.10 labor .65	1.75
1	18	Oxygen & material .95 labor .95	1.90
	19	Oxygen & material .50 labor .45	.95
	19	6 qts. oil 1.50 1 con. rod 3.00	4.50
	19	towing car	3.00
	19	3 light bulbs	1.20
	19	2 light bulbs 1.00 1 bulb .35	1.35
	19	1 roll tape	.10
	19	5 gal. gas 1.10 2 lbs. cup grease .50	1.60

19	2 ½ x 2 cap screws .28 2-3/4 nuts .13	.41
19	6 flat washers .05 2-3/4 locks .06	.11
19	1 roll tape	.10
19	9 gal. gas 1.98 1 qt. oil .25	2.23
19	grinding compound .35 gasket cement .25	..60
19	sealfast	.50
19	4 stove bolts .05 2 cap screws .18	.23
19	1-707 belt	1.10
19	Telephone .25 stage .25	.50
20	Telephone	1.00
20	2 qts. oil	.50
20	4-5/16 x 1.bolts & nuts	.24
20	Tire change	.50
20	4 AC plugs	3.00
20	6 5/16 x 1½ bolts & nuts	.36
20	3-5/16 x 2½ bolts .27 3 washers .03	.30
20-	15 ft. 4 inch # 42 cable	1.55
20	1 coil 3.75 labor 1.00	4.75
20	battery charge	1.00
20	10 gal. gas	2.20
20	9 gal. gas 1.98 2 qts. oil. 50	2.48
21	tire change	1.00
21	labor	.75
21	8 gal. gas	1.76
21	4.50-21 tire & tube	12.65
21	10 gal. gas	2.20
21	1 ft. 1½" hose	.50
21	1 5/16 x 3 bolt .09 2-3/8 x 1½ bolts .18	.27
21	2 ft. 2½ inch hose	1.52
21	1-3/8 x 4 bolts & nuts	.18
10	8 gal. gas	1.76
15	Telephone	.50
8	Gear set	49.50
10	100 7/16 x 1½ cap screws 5.00 24 ½x1½ 1.92	6.92
7	4-211 pistons 19.00 4 piston finish 2.40	21.40
	4 piston pins 3.80 4 bushings 1.76	5.56
7	8 rings 3.80 4 rings 2.40	6.20
7	telephone	.25
17	1-211 piston 4.75 finish .60	5.35
17	1-672 bushing .40 4 P11 plates 4.00	4.40
17	3 924 plates 1.80 8 rings 2.56	4.36
17	4 oil rings 2.40 wire .48 postage .15	3.03
20	4 stove bolts .05 6-7/16 nuts .18	.23
20	1-5/16 x 1 bolt .06 2-5/16 x 3.20 washers .04	.30

EXHIBIT A. Contd.

1951 Aug.	21	Motor Part 62.50 4 ft. 2 x 3/16 lining 2.28 -1 # 1308 lining 6.80 9 7/16 nuts .18 cotter keys .10 6 ft. cable .30 telegram .25 stage .25 labor 3.75 motor pump mach. .35	76.76
	21	Oxygen & material .35 labor .45	.80
	22	Shafting .10 labor .65	.75
	22	7 3/8 x 1½ carriage bolts	.14
	22	7 gal. gas 1.54 1 qt. oil..25	1.79
	22	20 lbs. iron	1.60
	15	1 -1471 bearing 6.00 2-1470 bearings 7.00	13.00
	15	3½ lbs. babbit	2.62
		labor 71.20 at $1.25	89.20
	22	4 AC plugs	3.00
	22	2 gal. gas	.44
	22	12 ft. # 42 cable	.96
	22	telegram	1.00
	22	14 inches 2" hose	.60
	22	3 gal. gas .66 1 qt. oil .25	.91
	22	10 gal. gas	2.20
	23	2 bulbs	.55
	23	5 gal. gas	1.10
	23	15 lbs. grease	2.25
	24	1-3/8 x 2½ bolt .10 3/8 nut .02	.12
	24	1/7/16 nut & lock .03 12 ft. wire .50	.53

24	2-3/8 x 3 bolts & nuts	.24	
24	9 gal. gas	1.98	
24	5# grease	1.25	
24	1-7/16 x 3 bolt & nut -14 cotter keys .20	.34	
24	5 gal. gas	1.10	
24	8 gal. gas 1.76 2 qts. oil. .50	2.26	
24	3 gal. motor oil 3.75 labor 21.80	25.55	
22	21 lbs. iron 2.10 labor 1.25	3.35	
22	Oxygen & material .85 labor .95	1.80	
23	Oxygen & material .2.55 labor 2.50	5.45	
	2-1¼" nuts .40		
23	Oxygen & material 1.50 labor .85	2.35	
24	Iron 1.90 labor .35	2.25	
25	1-450-21 tube	1.50	
25	telegram .94 gears 5.00	5.94	
25	express & C. O. D. charges	.79	
25	1-/38 x 2 bolt	.09	
25	2½ x 2 bolts .30 12 5/16 locks .15	.45	
25	8 ga l. gas	1.76	
25	1 head gasket .45 labor .75	1220	
25	1 head wrench	.50	
25	12 5/8 washers	.24	
25	2 3/4 lock washers	.06	
	2 1" lock washers	.10	
	9 gal. gas. 1.98 3 qts. oil. 75	2.73	
	5 qts. oil	1.75	
	2 AC plugs	1.50	
26	10 gal. gas 2.20 1 qt. oil .25	2.45	
26	1-3/8 x 1½ bolt .07 3/3/8 rivets .05	.12	
26	7½ gal. gas	1.65	
26	11-3/8 x 4 bolts	.72	
26	4-3/8 x 3 cap screws	.40	
26	8-3/8 nuts .08 8 washers .04	.12	

EXHIBIT A, Contdl

1951				
Aug.	26	6-5/8 1½ bolts .42 8 washers .10	.52	
26	26	1 gal. gas	.22	
	26	Credit by gears returned		4.50
	26	1 gal. gas	.22	
	26	Repairing radiator 6.00 telephone .30	6130	
	26	Bearing & rod	5.00	
	26	Telephone	.25	
	26	2½ lbs. steel .35 labor 1.25	1.60	
	27	Labor	.85	
	26	Oxygen & material .85 labor .85	1.70	
	26	Labor	1.70	
	27	2-6-8-32 bulbs	.90	
	28	Tire repair	2.50	
	27	Pressure valve	19.25	
	27	2-6-8-32 bulbs	.90	
	27	1 ring gear	6.23	
	26	2# B102 parts	.70	
	26	2 light bulbs	.55	
	28	telegram	.48	
	28	8 gal. gas	1.76	
	28	2 3/8 x 2 bolts	.18	
	29	1 set transmission lugs	1.25	
	29	2-2½ bolts	.20	
	30	1 set points 1.40 labor .50	1.90	
	30	Sealfast	.50	
	30	2-3/8 x 1½ bolts	.15	
	30	1-5/16 x 2½ bolts	.10	
	30	10 gal. gas	2.20	
		3 TM 5 axles at $10.	30.00	
		express	.75	
	31	Telegram	.48	
	31	Carbide $10.00 Tel. .25 stage .50	10.75	
	31	1 cross cord patch .20 cem. 10	.30	
	31	5 qts. oil	1.75	

	31	Tire repair	.75
	14	1 armature 6.50-phone .25 stage .25 cutout .30 labor 2.50	9.80
	20	Labor	.75
	25	25 lbs. iron 2.00 oxygen & material 1.15 labor 1.10	4.25
	28	Oxygen & material 2.75 labor 3.55	6.30
	29	7 6' 1-3/4 x 3/16 brake lining & labor	4.16
	31	Oxygen & material .95 labor .35	1.30
	29	6-3/8 x 3/8 bolts & locks .30 labor 2.50	2.80
	29	Oxygen & material .85 labor .35	1.20
Sept.	1	10 gal. gas	2.20
	1	2 tire changes	1.00
	2	2 bolts .10 labor .10	.20
	2	1 can cement	.25
	2	1 ground cable	.30
	3	3-22-22 bulbs	1.50
	3	5 gallon s gas	1.10
	5	2 qts. oil	.70
1931		EXHIBIT A, Contd.	
Sep.	6	1-4.50 tire & tube	9.68
		1 light bulb .35 bolt & nut .15	.50
	7	8 gal. gas	1.76
	9	8 gal. gas	1.76
	9	7 gal. gas	1.54
	9	Pendleton Iron Words repair job	33.06
	1	Battery charge 1.25 battery rental, $2.00	3.25
	10	5 qts. oil	1.25
	11	9 gal. gas	1.98
	11	1-32 x 4 tire & tube	9.58
	12	Grease car	1.00
		TOTAL	$1328.66

Endorsed: File No. 2002
Filed February 8, 1932
HAL E HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by J. G. Pearson, proprietor of the Black & White Garage, for labor and materials furnished in the sum of $1328.66 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1294, with the original notice filed in the office of the Secretary of State on February 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of February, A. D. 19 32

Hal E Hoss
Secretary of State

#1294

PR 167a
East Unit

February 8, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Building,
Pendleton, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of the second instant, enclosing copy of notice of claim of Black & White Garage against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

37

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

RECEIVED
FEB [illegible]
OREGON
STATE HIGHWAY COMMISSION

February
6th
19 32

Oregon State Highway Commission
Salem, Oregon

Gentlemen: Re: J. G. Pearson v. Biggs & Hallyburton
Highway Commission Contract No. 1294

We enclose herewith for filing in behalf of J. G. Pearson, notice of his claim against Biggs & Hallyburton and Southern Surety Company of New York as surety for Portland Sand & Gravel Company.

This claim is filed pursuant to the terms of Section 67-1101 Oregon Code for 1930, as amended.

Yours truly,

RALEY, RALEY & WARNER

By H. J. Warner

To: State of Oregon, Hal E. Hoss, as Secretary of State of said State of Oregon, and The State Highway Commission of the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned, J. G. Pearson, as the sole proprietor of the Black & White Garage of Hermiston, Oregon, has a claim for labor performed and materials furnished in the sum of $1328.55 against the bond taken from Portland Sand & Gravel Co. as principal, and Southern Surety Company of New York as surety, for the sum of $50,000, to secure the full and faithful observance by the said Portland Sand & Gravel Co. of all the terms, conditions and provisions of that certain contract made and entered into by the said Portland Sand & Gravel Co. and the State Highway Commission on the 2nd day of May, 1931, which said contract is an agreement for the grading, surfacing and construction of the East Unit of the Umatilla-Sand Station Section in Umatilla County on the Columbia River Highway and which said contract is numbered 1294.

That hereto attached marked Exhibit A and by reference in all of its parts made a part hereof, is an itemized statement of claimant's claim as aforesaid.

EXECUTED in duplicate this 1st day of ~~January~~ Febry, 1932.

J G Pearson
As sole proprietor of Black & White Garage

Subscribed and sworn to before me this 1st day of Febry, 1932.

Notary Public for Oregon

My commission expires: Jan 13 1935

EXHIBIT A

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

By O. L. James

1931			
Sept.	2	1 qt. oil .35 16½" 2" hose	1.15
	2	5 lbs. grease	1.25
	2	Solder .25 labor 1.70	1.95
	7	Repairing universal-labor	5.75

By Shirk Bros.

Aug.	24	5 gallons gas	1.10
	24	1-3/8 x 7½ nut	.07
	25	24# transmission grease	3.60
	25	6 ft. of 5/16 copper tubing	.60
	25	2 5/16 nipples & glands	.20
	25	2-1" nuts .25 1-½ x 1½ bolt .12	.37
	26	5 gallons gas 1.10 1 qt. oil .35	1.45
	26	11 inches 1½" hose	.40
	26	5 gal. gas 1.10 1qt. oil .25	1.35
	27	2 gal. Zerolene oil	1.60
	27	3 tire changes 3 tubes vulcanized -3 boots	6.00
	26	Job # 809-labor	1.05
	25	12 lbs. iron .96 Oxygen & Material 2.75 6-½ x 2 bolts & nuts .84-6½ ft. shafting 1.60 labor 11.10	17.25
	26	3 lbs. iron .24 5 lbs. shafting .60 5-5/8 bolts & nuts .30-4 3/4 nuts .24 labor 6.70	8.08
	26	105 lbs. sheet steel 10.50 24 3/8 x 1½ nuts 1.92 4-3/8 x 2½ bolts .40 2-3/8 x 3 nuts.24 oxygen & material 2.15-labor 14.10	29.31
	27	2-3/4 nuts .12 labor .55	.67
	28	12-½ nuts .35 12-½ washers .15 12 ½ x 1½ bolts 1.44 2-3/4 x 2½ bolts and nuts .60 oxygen & material 2.35 31 lbs. iron 2.48 labor 12.50	19.87
	28	4 gallons gas .88 2qts. oil .50	1.38
	28	1 ½ gal. oil	1.20
	28	10 gal. gas	2.10
	29	Labor	.65
	29	Labor	.45
	30	3 qts. motor oil	1.05
	30	2-3/8 x 2 bolts & nuts	.18
	30	6-7/16 x 2 bolts & nuts	.66
	31	1 bolt	.05
	31	7 gallons gas	1.54
	28	Tire and tube	9.25
	31	Labor	.65
	31	Labor	5.55
Sept.	1	1 light bulb .40 tape .10	.50
	1	10 ft. wire	.40
	2	2 grond cables	.60
	2	3 gal. # 7	3.00
	1	2 gal. gas .44 1 qt. oil .35	.79
	3	6 7/8 lock washers	.36
	3	5 gal. gas 1.10 1 qt. oil .35	1.45
	3	grease gun leathers .10 battery rent.50	.60
	4	2 long cotter keys	.05
	1	3 gal. # 7-3.00 16" 1/4 copper tubing .15 labor 9.20	12.35

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

1931				
Sep.	1	12-7/8 nuts 1.20 8 ft. shafting 1.65 labor 2.50	5.35	
Sep.	2	3 gal. # 7 3.00 labor 13.25	16.25	
	2	Labor	4.00	
	4	Oxygen & Material .35 labor 4.20	4.55	
	5	Labor	.95	
	5	Battery rental .50 bolt & nut .05	.55	
	5	6 gal. gas 1.32 2 qts oil .70	2.02	
	6	3 tire changes 3.75 3 boots 1.50	5.25	
	5	Tire change & boot	1.50	
	7	3 gal. gas .66 1 qt. oil .35	1.01	
	7	6 gal. gas 1.32 5 qt. oil 1.25	2.57	
	8	3 gal. # 7 3.00 labor 7.85	10.85	
	7	Labor	.95	
	8	3 3/8 x 2½ bolts .30 labor .95	1.25	
	8	Telephone	1.30	
	8	6 3/8 nuts	.06	
	9	4 gal. gas .88 1 qt. oil .35	1.23	
	9	Labor	3.15	
	4	Battery rental	1.00	
	7	battery # 232 rental	1.50	
	11	2 3/8 x 2 bolts & nuts	.18	
	11	Paid on account for tire and tube		9.25
	12	Battery rental	1.25	
	13	Battery rental	1.50	
	12	Labor on spring	3.15	

By Biggs & Hallyburton:

1931			
Jul.	30	1-88 M. 11/15 B.B. volt regulator	7.50
		Telephone .25 labor xxxx.85	1.10
Aug.	1	Labor on long chain	4.10
	1	4-5/8 nuts, 20 labor 3.45	3.65
	1	Oxygen & material .50 labor .65	1.15
	1	Oxygen & material .85 labor 1.90	2.75
	1	2 flash light batteries .20 12 qts. oil 3.00	3.20
	1	1-440-21 tire & tube	8.45
	2	5 gal. gas	1.10
	2	12 stove bolts	.10
	2	Oxygen & material .75 labor 1.25	2.00
	3	Labor	1.15
	3	Labor	2.10
	3	3 gal. gas .66 1 qt. oil .35	1.01
	4	2 light bulbs .80 2 battery bolts .10	.90
	4	4 -32 -32 bulbs	1.60
	4	12 ¼ x 1½ bolts & nuts	1.44
	4	12 ¼" lock washers	.12
	4	1 # 752 fan belt	1.60
	4	1 can liquid solder	.75
	4	1 oil can .35 felt washers .20 labor .35	.90
	4	Labor 9.70 Telephone .50 washers 1.60 sheet lead .15 gasket material .25	12.20
	5	Air line .20 labor 1.25	1.45
	5	Shafting .25 labor .65	.90
	5	6 lbs. shfg. .72 shfg. .18 labor 4.10 oxygen & material 1.45	6.45
	5	Steel 1.60 labor .95	2.55

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

1931

Aug. 5	Permetor .50 clutch oil .50 towing 6.25 labor 5.45 hose .20 bolt .10	13.00
5	3 gal. gas .66 4 AC plugs 3.00	3.66
6	2-5/8 nuts & lock washers	.14
6	3-3/4 x 4 cap screws	1.05
	7 gal. gas 1.54 2 qts. oil .50	2.04
7	6 ft. Packard cable	.36
7	12 lock washers	.12
7	1 yd. gasket material	1.50
7	1 condenser	.75
7	Oxygen & material .35 labor .45	.80
7	3 lbs. bronze 1.35 12 carriage bolts .25 4 AC plugs 3.00 15 lbs. iron 1.20 1-1/4 x 2½ bolt .08 Oxygen & Material .75 Labor 5.35	12.78
7	Oxygen & Material .50 labor 5.00	5.50
8	Labor	.35
8	Oxygen & Material 1.50 labor 1.05	2.55
8	4-½ x 2 bolts	.56
8	Repairing truck spring	18.00
8	6-½ x 2 bolts & nuts	1.02
8	6 lock washers	..06
8	2 ½ nuts & lock washers	.11
8	5 gal. gas	1.10
8	1 550 x 20 tube	2.70
8	Parts shipped in C.O.D.	7.04
8	3-32-32 bulbs	1.20
8	4 light plugs	.40
8	5 gal. gas 1.10 2 qts. oil .50	1.60
9	10 gal. gas 2.20 1 qt. oil .25	2.45
9	25 ft. packard cable	1.75
9	7 ft. 3/8 copper tubing	.92
9	4 connections for gas line	.80
9	20 ft. lite wire 1.00 cutout .80 1 battery cable .80 labor .35	2.95
9	material .85 labor 1.60	2.45
9	3-3/8 x 1½ bolts .24 labor 3.15	3.39
8	materials .25 labor .25	.50
7	Oxygen & Materials 2.10 car 1.50 labor 3.15	6.75
9	oxygen & material 1.10 labor 1.10	2.20
10	4-½ x 1½ cap screws .40 labor 1.50	1.90
10	2 light plugs	.20
10	1-5/16 x 3/4 cap screw	.05
10	5 ft. pump packing	.50
10	repairing magneto C.O.D. shipped	5.72
10	2 head lights	2.00
11	18 ft. packard cable	1.60
11	1 light bulb	.45
11	tire change	.50
11	2 flash lights	3.00
11	3-6-2-21 bulbs	.90
11	4 bulbs at .25	1.00
11	5 gal. gas	1.10
11	2 Timpkin cones 18.86 2 cups 14.62 1/2 lb. bronze .30 oxygen & material .95 2 felt washers .10 labot 11.35	46.18

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

to

BLACK & WHITE GARAGE

1931				
Aug.	11	Oxygen & material .65 labor .65	1.30	
Aug.	12	shafting .25 labor 1.00	1.25	
	12	1-5/8 nut	.05	
	12	2 flashlight batteries	.20	
	12	2 5/8 x 2½ bolts	.20	
	12	6-5/16 x 1¼ bolts	.30	
	12	2 -5/8 nuts .12 6 lock washers .03	.15	
	12	1 roll tape	.10	
	12	2-5/16 x 3/4 bolts	.20	
	12	1-3/8 x 2 standard cap screw	.10	
	12	6 lock washers .05 3/8 x 1 cap screw .05	.10	
	12	4 AC plugs	3.00	
	12	4 AC plugs	3.00	
	12	8 fts. packard cable	.60	
	12	7 gal. gas 1 qt. oil	1.79	
	12	6 ⅜ x 1½ SAE bolts	.72	
	12	6-⅜" nuts .12 6 lock washers .06	.18	
	12	6-5/8 lock washers .06 1-5/8 nut .03	.09	
	12	1 roll tape	.10	
	13	gas line connection	.15	
	13	2-3/8 x 4 bolts .18 2-3/8 x 1½ -16	.34	
	13	5 gal. gas	1.10	
	13	2 tire changes 1.00 1 boot .35	1.35	
	13	tire flap	.75	
	13	10 gal. gas 2.20 2 qts. oil .50	2.70	
	13	bearing screws	.75	
	13	2 5/8 x 3 bolts	.48	
	13	2 Alemites	.20	
	13	oxygen & material .25 labor .35	.60	
	13	2 lbs. bronze 1.10 oxygen & material 3.65 labor 7.60	12.35	
	14	battery charge .75 switch .50	1.25	
	14	10 ft. cable .50 tape .10	.60	
	14	battery charge	.75	
	14	2 AC plugs	1.50	
	14	2 woodruf keys	.10	
	14	6 rivets	.06	
	14	2-6-8-21 .70 4-18-27 1.00	1.70	
	14	battery charge .75 rental 1.00	1.75	
	15	Sealfast	.50	
	15	3 tubes repaired 3.25 frt. .50	3.75	
	15	8 gal. gas	1.76	
	15	1 battery cable	.70	
	15	7 gal. gas	1.54	
	15	1-475-19 tire & tube	11.60	
	15	credit old tire & tube		2.00
	15	Oxygen & material 7.10 labor 10.00	17.10	
	15	16-3/8 x 1½ bolts & nuts 1.88 2-1x18" bolts & nuts .90 oxygen & materials 6.80 1-5/8 x 2½ bolt & nut .22 labor 11.90	20.80	

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

To

BLACK & WHITE GARAGE

1931		
Aug. 13	Oxygen & material 1.10 labor .65	1.75
Aug. 15	Oxygen & material .95 labor 1.05	2.00
Aug. 15	1 Dodge light lens .35 1-6-8-21 bulb .35 20 ft. Ormond cable 1.00	[illegible]
[illegible]	Oxygen & materials 6.95 labor 8.45	17.10
14	Oxygen & materials 1.05 3 lbs. steel .36 labor 2.75	4.16
16	Oxygen & Material 1.95-labor 2.50	4.45
16	Labor .65 oxygen & material .55	1.20
16	1-5/8 x 2½ cap screws	.20
16	2 flashlight batteries	.20
16	4 flashlight batteries	.40
16	5 gallon gas	1.10
16	2 light bulbs	.70
16	1 light bulb	.45
16	4 7/8 x 2 bolts	.54
16	4-½ bolts	.20
16	7 gal. gas	1.54
17	2 axle shafts	46.20
17	10 gal. gas	2.20
17	5-5/8 cap screws .25 1-3/4 cap screw .07	.32
17	5-5/8 locks .10 1-3/4 lock .03	.13
17	1 con. rod .80 gaskets .25	1.05
17	6-5/8 x 3 bolts .95-6 5/8 locks .05	1.00
17	12 flat washers .10 stop leak .75	.85
17	start car	.50
17	8 gal. gas 1.76 5 qts. oil 1.75	3.51
17	oil pump gears	11.55
17	exchange on con. rod. 2.00 piston 2.25	4.25
17	2 rings .60 1 oil ring .50	1.10
18	finish piston .50 piston pin .30	.80
17	telephone .25 stage .25	.50
17	oil ring .50 hose .25	.75
8	2 7/16 x 1½ bolts	.20
8	2-½ x 3 bolts & nuts & locks	.34
8	2-7/16 nuts 1-½ x 1 cap screw	.13
8	2 3/8 nuts	.06
17	5 ft. 1/4" copper tubing .50 labor 1.25	1.75
17	Oxygen & material 2.95-labor 2.10	5.05
17	labor	.65
17	oxygen & material 1.15 labor 2.00	3.15
18	Telephone	.30
18	2-3/8 x 1½ bolts & nuts	.12
18	7 gal. gas	1.54
18	10 gal. gas 2.20 1 qt. oil .25	2.47
18	1 qt. oil	.35
18	9 gal. gas 1.98 grease job 1.00	2.98
18	adjustment on tire	10.00
18	freight & C.O.D.	1.26
18	6 5/16 x 1½ bolts & nuts	.48
18	4 AC plugs 3.00 1 nipple .05	3.05

EXHIBIT A, Contd.

BIGGS & HALLYBURTON

To

BLACK & WHITE GARAGE

1931			
Aug.	18	Oxygen & material 1.10 labor .65	1.75
1	18	Oxygen & material .95 labor .95	1.90
	19	Oxygen & material .50 labor .45	.95
	19	6 qts. oil 1.50 1 con. rod 3.00	4.50
	19	towing car	3.00
	19	5 light bulbs	1.20
	19	2 light bulbs 1.00 1 bulb .35	1.35
	19	1 roll tape	.10
	19	5 gal. gas 1.10 2 lbs. cup grease .50	1.60
	19	2 ½ x 2 cap screws .28 2-3/4 nuts .13	.41
	19	6 flat washers .05 2-3/4 locks .06	.11
	19	1 roll tape	.10
	19	9 gal. gas 1.98 1 qt. oil .25	2.23
	19	grinding compound .35 gasket cement .25	.60
	19	sealfast	.50
	19	4 stove bolts .05 2 cap screws .18	.23
	19	1-707 belt	1.10
	19	Telephone .25 postage .25	.50
	20	telephone	1.00
	20	2 qts. oil	.50
	20	4-5/16 x 1 bolts & nuts	.24
	20	Tire change	.50
	20	4 AC plugs	3.00
	20	6 5/16 x 1½ bolts & nuts	.36
	20	3-5/16 x 2½ bolts .27 3 washers .03	.30
	20	15 ft. 4 inch # 42 cable	1.55
	20	1 coil 3.75 labor 1.00	4.75
	20	battery charge	1.00
	20	10 gal. gas	2.20
	20	9 gal. gas 1.98 2 qts. oil .50	2.48
	21	tire change	1.00
	21	labor	.75
	21	8 gal. gas	1.76
	21	4.50-21 tire & tube	12.65
	21	10 gal. gas	2.20
	21	1 ft. 1½" hose	.50
	21	1 5/16 x 3 bolt .09 2-3/8 x 1½ bolts .18	.27
	21	2 ft. 2½ inch hose	1.32
	21	1-3/8 x 4 bolts & nuts	.18
	10	8 gal. gas	1.76
	15	Telephone	.30
	8	Gear set	49.50
	10	100 7/16 x 1½ cap screws 5.00 24 ½x1½ 1.92	6.92
	7	4-211 pistons 19.00 4 piston finish 2.40	21.40
		4 piston pins 3.80 4 bushings 1.76	5.56
	7	8 rings 3.80 4 rings 2.40	6.20
	7	telephone	.25
	17	1-211 piston 4.75 finish .60	5.35
	17	1-672 bushing .40 4 711 plates 4.00	4.40
	17	3 924 plates 1.80 8 rings 2.56	4.36
	17	4 oil rings 2.40 wire .48 postage .15	3.03
	20	4 stove bolts .05 8-7/16 nuts .18	.23
	20	1-5/16 x 1 bolt .06 2-5/16 x 3 .20 washers .04	.30

EXHIBIT A, Contd.

1931

Aug.	21	Motor part 62.50 4 ft. 2 x 3/16 lining 2.28 -1 # 1308 lining 6.80 9 7/16 nuts .18 cotter keys .10 6 ft. cable .30 telegram .25 stage .25 labor 3.75 motor pump mach. .55	76.76
	21	Oxygen & material .35 labor .45	.80
	22	Shafting .10 labor .65	.75
	22	7 3/8 x 1½ carriage bolts	.14
	22	7 gal. gas 1.54 1 qt. oil .25	1.79
	22	20 lbs. iron	1.60
	15	1 -1471 bearing 6.00 2-1470 bearings 7.00	13.00
	15	3½ lbs. babbit	2.62
		labor 71.20 at $1.25	89.20
	22	4 AC plugs	3.00
	22	2 gal. gas	.44
	22	12 ft. # 42 cable	.96
	22	telegram	1.00
	22	14 inches 2" hose	.60
	22	3 gal. gas .66 1 qt. oil .25	.91
	22	10 gal. gas	2.20
	23	2 bulbs	.55
	23	5 gal. gas	1.10
	23	15 lbs. grease	2.25
	24	1-3/8 x 2½ bolt .10 3/8 nut .02	.12
	24	1/7/16 nut & lock .03 12 ft. wire .50	.53
	24	2-3/8 x 3 bolts & nuts	.24
	24	9 gal. gas	1.98
	24	5# grease	1.25
	24	1-7/16 x 3 bolt & nut-14 cotter keys .20	.34
	24	5 gal. gas	1.10
	24	8 gal. gas 1.76 2 qts. oil .50	2.26
	24	3 gal. motor oil 3.75 labor 21.80	25.55
	22	21 lbs. iron 2.10 labor 1.25	3.35
	22	Oxygen & material .85 labor .95	1.80
	23	Oxygen & material 2.55 labor 2.50	5.45
		2-1½" nuts .40	
	23	Oxygen & material 1.50 labor .85	2.35
	24	Iron 1.93 labor .35	2.25
	25	1-450-21 tube	1.50
	25	telegram .94 gears 5.00	5.94
	25	express & C. O. D. charges	.79
	25	1-3/8 x 2 bolt	.09
	25	2-3/8 x 2 bolts .30 12 5/16 locks .15	.45
	25	8 gal. gas	1.76
	25	1 head gasket .45 labor .75	1.20
	25	1 head wrench	.50
	25	12 3/8 washers	.24
	25	2 3/4 lock washers	.06
		2 1" lock washers	.10
		9 gal. gas. 1.98 3 qts. oil .75	2.73
		5 qts. oil	1.75
		2 AC plugs	1.50
	25	10 gal. gas 2.20 1 qt. oil .25	2.45
	26	1-3/8 x 1½ bolt .07 3/3/8 rivets .05	.12
	26	7½ gal. gas	1.65
	26	11-3/8 x 4 bolts	.72
	26	4-3/8 x 3 cap screws	.40
	26	8-3/8 nuts .08 8 washers .04	.12

EXHIBIT A, Contd.

1931

Aug.	26	6-5/8 1½ bolts .42 6 washers .10	.52	
26	26	1 gal. gas	.22	
	26	Credit by gears returned		4.50
	26	1 gal. gas	.22	
	26	Repairing radiator 6.00 telephone .30	6.30	
	26	Bearing & rod	5.00	
	26	Telephone	.25	
	26	2½ lbs. steel .35 labor 1.25	1.60	
	27	Labor	.85	
	26	Oxygen & material .85 labor .85	1.70	
	26	Labor	1.70	
	27	2-6-8-32 bulbs	.90	
	26	Tire repair	2.50	
	27	pressure valve	19.25	
	27	2-6-8-32 bulbs	.90	
	27	1 ring gear	6.23	
	28	2½ B132 parts	.70	
	26	2 light bulbs	.55	
	28	telegram	.48	
	28	8 gal. gas	1.76	
	28	2 3/8 x 2 bolts	.18	
	29	1 set transmission & lugs	1.25	
	29	2-2½ bolts	.20	
	30	1 set points 1.40 labor .50	1.90	
	30	Sealfast	.50	
	~~[illegible]~~	~~[illegible] bolts & nuts .30 labor .20~~	~~[illegible]~~	
	~~[illegible]~~	~~Oxygen & material .85 labor .95~~	~~[illegible]~~	
	30	2-3/8 x 1½ bolts	..18	
	30	1-5/16 x 2½ bolts	.10	
	30	10 gal. gas	2.20	
		3 TM 5 axles at $10.	30.00	
		express	.75	
	31	Telegram	.48	
	31	Carbide $10.00 Tel. .25 stage .50	10.75	
	31	1 cross cord patch .20 cem. 10	.30	
	31	5 qts. oil	1.75	
	31	Tire repair	.75	
	14	1 armature 6.50-phone .25 stage .25 cutout .80 labor 2.50	9.30	
	20	Labor	.75	
	25	25 lbs. iron 2.00 oxygen & material 1.15 labor 1.10	4.25	
	28	Oxygen & material 2.75 labor 3.55	6.30	
	29	7 8" 1-3/4 x 3/16 brake lining & labor	4.16	
	31	Oxygen & material .95 labor .35	1.30	
	29	6-5/8 x 5/8 bolts & locks .30 labor2.50	2.80	
	29	Oxygen & material .85 labor .95	1.80	
Sept.	1	2 tire changes	1.00	
	1	10 gal. gas	2.20	
	2	2 bolts .10 labor .10	.20	
	2	1 can cement	.25	
	2	1 ground dable	.30	
	3	3-22-25 bulbs	1.50	
	3	5 gallons gas	1.10	
	5	2 qts. oil	.70	

EXHIBIT A, Contd.

1931			
Sep.	6	1-4.50 tire & tube	9.68
		1 light bulb .35 bolt & nut .15	.50
	7	8 gal. gas	1.76
	9	8 gal. gas	1.76
	9	7 gal. gas	1.54
	9	Pendleton Iron Works repair job	35.06
	1	Battery charge 1.25 battery rental, $2.00	3.25
	10	5 qts. oil	1.25
	11	9 gal. gas	1.98
	11	1-32x4 tire & tube	9.58
	12	Grease car	1.00
		TOTAL	$1328.66

CONTRACT#1294,

PR 167-A East Unit, Umatilla-Sand 1931
Station Sec.
1294 Folder # 1

#1294
Uma. Co

PR167A
East Unit

January 26, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of January 25, enclosing certified copies of notice of claim filed by George E. Mead against Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Copies of the notice are being sent to the contractors and their surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

January 26, 1932

Southern Surety Company, N. Y.
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith for your information, a copy of notice of claim which was filed by George H. Mead against Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $65.00 and is for team hire and rent on fresno scraper.

According to our records you are the surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Ore.

HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 26 1932
OREGON
STATE HIGHWAY COMMISSION

January 25, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from W. J. Warner, Attorney, Hermiston, Oregon, and filed as of this date, a notice of claim by George H. Mead for team and scraper hire furnished in the sum of $65.00 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company, surety, for work on the Wallula Cut-off of the Columbia River Highway, State Job No. 1294.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

To the State of Oregon:

NOTICE IS HEREBY GIVEN that the undersigned George E. Mead has a claim for team hire and fresno scraper hire furnished in the sum of $65.00 against the bond taken from the Portland Sand & Gravel Company with the Southern Surety Company as surety for the work of State Job No. 1294 East Unit of the so-called Wallula Cut-off, a part of the Columbia River Highway. These teams and fresno scrapers were hired by Biggs and Hallyburton, agents of the Portland Sand & Gravel Company.

Dated this 23rd day of January, 1932.

GEORGE E. MEAD

Endorsed: File No. 1095
Filed January 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by George H. Mead for team and scraper hire furnished in the sum of $65.00 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company, surety, for work on the Wallula Cut-off of the Columbia River Highway, with the original notice filed in the office of the Secretary of State on January 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

[illegible]
East Unit
Letter to Surety
[illegible] with Powder Claim
Jan. 21, 1932

January 21, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of certified copies of notice of claim, which notice was filed by Oregon Powder Company against the bond furnished by Portland Sand & Gravel Co., in connection with the contract that was awarded to them by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for explosives and explosive supplies sold to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Co.

Copies of said notice are being today forwarded to the contractors and the surety for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Oregon Powder Company for materials furnished in the sum of $1079.48, together with interest thereon at 6% per annum from June 26, 1931, against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County, state contract No. 1294.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

MATERIALMAN'S CLAIM.

Project No. 1375....... .Contract No. 1294

To the State of Oregon and the Secretary of State:

Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to wit: explosives and explosive supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $1079.48, together with interest thereon at 6% per annum from the 26th day of June, 1931 until said claim is paid, against the bond of the Portland Sand and Gravel Company, a partnership consisting of L. E. Craswell, O. G. McIntyre and James Borin and the Southern Surety Company, surety, for the work designated as Project No. 1375, Contract No. 1294, and known as the East Unit of the Umatilla-Sand Station of the Columbia River Highway, located within the state of Oregon; said materials were purchased for and used upon said contract by J. M. Biggs and J. G. Halleyburton, a partnership, subcontractors under the original contractor, and the aforesaid sum represents the unpaid balance therefor. Said contract was completed and accepted on September 19, 1931.

Dated this 15th day of January, 1932.

OREGON POWDER COMPANY
J. A. Denn
By J. A. DENN
President

State of Oregon)
ss
County of Multnomah)

I, J. A. Denn, being first duly sworn, depose and say that I am the president of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

J. A. DENN
J. A. DENN

Subscribed and sworn to this 15th day of January, 1932.

(SEAL)
FRED W. PACKWOOD
Notary Public for Oregon
My comm. expires Nov. 22, 1932

Endorsed: File No. 1086
Filed January 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Oregon Powder Company for materials furnished in the sum of $1079.48, together with interest thereon at 6% per annum from June 26, 1931, against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway, State Highway contract No. 1294, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

PR1679
East Unit

Letter to surety
company with
Pacinder Claim
Jan. 21, 1932

January 21, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of certified copies of notice of claim, which notice was filed by U. S. Fidelity & Guaranty Company of Maryland against the bond furnished by Portland Sand & Gravel Co., in connection with the contract that was awarded to them by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County; said claim being for rental of equipment used by Biggs & Hallyburton, subcontractors under Portland Sand &Gravel Company.

Copies of said notice are being today forwarded to the contractors and the surety for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JAN 21 1932
OREGON
STATE HIGHWAY COMMISSION

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by U. S. Fidelity and Guaranty Company of Maryland for rental of equipment furnished in the sum of $1167.98, together with interest thereon at 6% from October 24, 1931, against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No. 1294.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM

Secretary of State.

NOTICE OF CLAIM

TO THE STATE OF OREGON
and
TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, United States Fidelity and Guaranty Company of Maryland, (branch office - 1208 Porter Building, Portland, Oregon) has a claim for and on account of rental of machinery and equipment in the sum of One Thousand One Hundred Sixty-seven and 98/100 Dollars ($1167.98), together with interest thereon at 6% per annum from October 24, 1931, against the bond furnished by and taken from the PortlandSand & Gravel Company, which bond was written by the Southern Surety Company of New York, as surety, for the work of grading and constructing the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, consisting of 5.31 miles of grading work, said contract having been executed by said Portland Sand & Gravel Company and designated State Highway Contract No. 1294; said machinery and equipment consisted of trucks, tractor and scraper, the property of the Union Construction Company (and sold to this claimant during the progress of said work); said rental for the use of said machinery and equipment was incurred pursuant to and in accordance with a contract therefor between said Union Construction Company and Biggs and Hallyburton, sub-contractors under the above designated contract No. 1294; and all the rights and interests of said Union Construction Company in and to said rental and to said sum of $1167.98 heretofore, for valuable consideration, have been assigned and transferred to the undersigned United States Fidelity & Guaranty Company; and said rental has not been paid, nor any part thereof.

Dated at Portland, Oregon, this 30th day of December, 1931.

(SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY

BY C. O. PRICE
Attorney-in-fact

State of Oregon)
: Affidavit
County of Multnomah)

I, C. O. Price, being first duly sworn, depose and say:

That I am Attorney-in-fact for, and Branch Office Manager, in Portland, Oregon, of the United States Fidelity and Guaranty Company, claimant in the foregoing Notice of claim;

That the said United States Fidelity and Guaranty Company has a valid and just claim for $1167.98 against the bond furnished by the Portland Sand & Gravel Company, which bond was written by the Southern Surety Company of New York, as surety, for grading and constructing the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, under State Highway contract No. 1294;

That said sum as so claimed, is due as and for rental of machinery and equipment used in said work in accordance with a contract entered into between Biggs & Hallyburton of Hermiston, Oregon, as subcontractors, and Union Construction Company as the then owner of said machinery and equipment; and for valuable consideration said claim was heretofore assigned by the Union Construction Company to said United States Fidelity and Guaranty Company which is now the owner thereof; and no part of said claim has been paid.

That I have read the foregoing claim, and the statements made therein are true as I verily believe.

C. O. PRICE

(SEAL) Subscribed and sworn to before me this 30 day of December, 1931.

CHRISTINE SCHAFFR
Notary Public for Oregon
My Commission expires June 6, 1932

Endorsed: File No.1088, Filed J

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by United States Fidelity and Guaranty Company for rental of equipment furnished in the sum of $1167.98, together with interest thereon at 6% per annum from October 24, 1931, against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Highway contract No. 1294, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E. Hoss

Secretary of State

[illegible]

#1294

Uma. Co

PR 1674

East unit

January 21, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

For your information we hand you herewith the following copies of notices of claim that were filed in the office of the Secretary of State on January 19, against the bond furnished by Portland Sand & Gravel Company in connection with the contract that was awarded to them by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County:

Claim filed by Oregon Powder Company, in the sum of $1,079.48, for explosives and explosive supplies sold to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company

Claim filed by U. S. Fidelity & Guaranty Company, in the sum of $1,167.98, for rental of machinery used by Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

Claim filed by Albert C. Pounder, in the sum of $59.60, for labor and services performed on the above described project.

According to our records, you are the surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc Portland Sand & Gravel Co.
Route 1, Portland.

January 21, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We wish to acknowledge receipt of certified copies of notice, which notice was filed on January 19 by Albert C. Pounder against Portland Sand & Gravel Company for labor and services performed on the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, said contract having been awarded by the State Highway Commission to Portland Sand & Gravel Company.

Copies of said notice are being today forwarded to the contractor and its surety for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

y of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Albert C. Pounder for labor performed in the sum of $39.60 against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway contract No.1294.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

United States of America

STATE OF OREGON

NOTICE OF CLAIM

To: THE STATE OF OREGON, and
HAL E. HOSS, Secretary of State:

NOTICE IS HEREBY GIVEN THAT the undersigned claimant, Albert C. Pounder, has a claim for labor and services performed in the sum of Thirty-nine and 60/100------Dollars, ($39.60) ----- against the bond taken from Portland Sand & Gravel Company as principal, and Southern Surety Company of New York as surety, for the work of grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294; that the amount of this claim is the amount remaining due the claimant from Portland Sand & Gravel Company.

Dated this 31st day of December, 1931.

ALBERT C. POUNDER
Corbett, Oregon

Endorsed: File No. 1089
Filed January 19, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, **HAL E. HOSS**, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Albert C. Pounder for labor performed in the sum of $39.60, against the bond taken from Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294, with the original notice filed in the office of the Secretary of State on January 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

#1294
Uma. Co

PR1699
East Unit

January 19, 1932

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

For your information we enclose herein copy of affidavit of J. G. Pearson, sole proprietor of Black & White Garage, received through Raley, Raley & Warner, attorneys at Pendleton, relative to his claim against the bond furnished by Portland Sand & Gravel Co., in connection with the contract that was awarded to them by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $1,335.05 and is for labor and materials furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

According to our records, you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1,
Portland, Oregon

January 18, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.,
Pendleton, Oregon.

Gentlemen:

As requested in your letter of the 15th instant, we are pleased to hand you herewith a certified copy of state highway contract No. 1294, which was awarded to Portland Sand & Gravel Company by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

39

(2)

39

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

January
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RECEIVED
JAN 18 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen: Re:- Black & White Garage.

We enclose herewith affidavit of J. G. Pearson, sole proprietor of the Black & White Garage at Hermiston, Oregon, requesting certified copy of the bond given by the Portland Sand & Gravel Company in connection with its contract for grading of the East Unit of the Umatilla-Sand Section of the Columbia River Highway.

Yours truly,

RALEY, RALEY & WARNER,

By H. J. Warner
K

(2)

STATE OF OREGON)
) ss.
UMATILLA COUNTY)

I, J. G. Pearson, being first duly sworn on oath, depose and say:

That I am the owner and sole proprietor of that business known as Black & White Garage, at Hermiston, Oregon.

That on or about the ________ day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for the State with the Portland Sand & Gravel Co., for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, and which said contract affiant is advised is known as No. 1294.

That the work done under said contract has been done under the direction of the State Highway Commission of the State of Oregon; that thereafter, to-wit: on and between the 12th day of May, 1931, and the 12th day of September, 1931, both dates inclusive, said Black & White Garage, at the special instance and request of Biggs & Hallyburton, as subcontractors under the said Portland Sand & Gravel Co., rendered labor and furnished materials in connection with the construction of said highway under the terms of said contract No. 1294, for which said Biggs & Hallyburton promised and agreed to pay on demand; that the value of said services rendered and the said materials furnished by said Black & White Garage, as aforesaid, is the sum of $1916,44; that no portion of said amount has been paid except the sum of $581,39 and there is now due and owing to the said Black & White Garage, the sum of $1335,05 over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from the 12th day of September, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bonds given by the contractors to the State of Oregon to secure the performance of said contract, as required by Section 67-1101, Oregon Code for 1930 as amended by Chapter 280 Oregon Laws for 1931.

BLACK & WHITE GARAGE
By J. G. Pearson
Its Sole Proprietor

Subscribed and sworn to before me this 12th day of January, 1932.

C. H. Norton
Notary Public for Oregon.
My Commission expires: Feb 11. 1933.

PR 167-a
East Unit

January 16, 1932

U. S. Fidelity & Guaranty Co.,
1206 Porter Building,
Portland, Oregon.

Attention of Mr. R. R. Hascu, Superintendent of Claims

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 15th inst., enclosing copies of the following notices of claims against highway contracts:

U. S. Fidelity & Guaranty Company against Portland Sand & Gravel Company, in the sum of $1167.98, being for rental of machinery and equipment used in connection with the contract awarded to Portland Sand & Gravel Company for the construction of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Claim of Albert C. Pounder against Portland Sand & Gravel Company, being for labor and services performed in the sum of $39.60, in connection with the above mentioned project.

Claim of Albert C. Pounder against Kelly Brothers, subcontractors under O. D. Wolfe to whom the State Highway Commission awarded the contract for the grading of the West Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, said claim being in the sum of $218.88.

It is noted that you wish these copies to be substituted for the originals that were previously filed by you in this office, the original of the first above mentioned claim having been filed on December 31, 1931, and the other two on January 5, 1932.

We are pleased to comply with your request, and return herewith the originals of the claims so that you can file them with the Secretary of State in conformance with the provisions of the statutes covering such matters.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CAPITAL PAID IN CASH $10.000.000

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

January 15, 1932

S-1243 - Union Construction Co.
A.C. Pounder

Mr. H. B. Glaisyer,
Sec'y, State Highway Commission,
Salem, Oregon.

Dear Sir:

We enclose copy of Notice of Claim against Portland Sand & Gravel Company, the original of which we sent to you a short time ago. We also enclose copies of two Notices of Claims filed on behalf of Albert C. Pounder, the originals of which you have in your files.

Pursuant to conversation you had with our Mr. Nason and Mr. Wiest last Tuesday, will you please file the three original notices with the Secretary of State and send us receipts showing such filing? Or, if you prefer, return the three originals to us so we can file them with the Secretary of State?

Yours very truly,

R. B. Nason, Supt. of Claims

By WAWiest

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WAW
ET

PORTLAND 104 10-20-31 BM

PR 167a
East Unit

January 5, 1932

Mr. Albert C. Pouncer,
Corbett,
Oregon.

Dear Sir:

We are in receipt of your notices of claims against the following contractors to whom the State Highway Commission awarded contracts:

Claim in the amount of $59.60, (being balance due for labor and services performed,) against Portland Sand & Gravel Company in connection with its contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. #1294

Claim in the amount of $216.80 for labor and services performed for Kelly Brothers, subcontractors under O. D. Wolfe, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. #1293

In accordance with our usual practice, we are today notifying the contractors and their sureties regarding your claims.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

January 5, 1932

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

For your information, we enclose herein copy of affidavit received this morning from Albert C. Pounder relative to his claim against the bond furnished by Portland Sand & Gravel Co., in connection with the contract awarded to it for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

According to our records, you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon

NOTICE OF CLAIM

TO: THE STATE OF OREGON, and
HAL E. HOSS, Secretary of State:

NOTICE IS HEREBY GIVEN THAT the undersigned claimant Albert C. Pounder, has a claim for labor and services performed in the sum of Thirty-nine and 60/100--Dollars, ($39.60) against the bond taken from Portland Sand & Gravel Company as principal, and Southern Surety Company of New York as surety, for the work of grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294; that the amount of this claim is the amount remaining due the claimant from Portland Sand & Gravel Company.

Dated this 31st day of December, 1931

(sgd) Albert C. Pounder

Original of this was returned to U. S. Fidelity & Guaranty Company, on Jan. 16, at their request, so that original could be filed with Secretary of State

Uma. Co

PR 167a
East Unit

December 31, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have today received notice of claim from United States Fidelity and Guaranty Company against the bond furnished by Portland Sand & Gravel Company to the State in connection with State Highway Contract No. 1294 for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The amount of the claim is $1167.98 and is for rental of equipment and machinery which was used by Biggs and Hallyburton, subcontractors under Portland Sand & Gravel Company.

This information is transmitted to you as you appear as surety on the bond of the contractor. A copy of said notice of claim is attached.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MJ

cc Portland Sand & Gravel Co.,
Route 1, Box 186,
Portland, Ore.

December 31, 1921

U. S. Fidelity and Guaranty Co.,
C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Attention of Mr. R. B. Mason

Gentlemen:

Receipt is acknowledged of your letter of December 30, in which you enclosed notice of your claim against Portland Sand & Gravel Company.

As requested, we are pleased to hand you herewith a certified copy of the contract (being State Highway Contract No. 1294) which was awarded by the State Highway Commission to the Portland Sand & Gravel Company for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

R. HOWARD BLAND, PRESIDENT

CAPITAL PAID IN CASH $10,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

December 30, 1931

RECEIVED
DEC 31 1931
OREGON
STATE HIGHWAY COMMISSION

S-1243 - Union Construction Co.

State Highway Commission of Oregon,
Salem, Oregon.

Gentlemen:

We enclose notice of claim against Portland Sand & Gravel Company and their surety, Southern Surety Company of New York, for the sum of $1167.98, in connection with State contract No. 1294. Please send us a copy of the bond furnished on this job.

Yours very truly,

R. B. Nason, Supt. of Claims

By W.A.Wiest

encl
ET

NOTICE OF CLAIM

TO THE STATE OF OREGON
and
TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, United States Fidelity and Guaranty Company of Maryland, (branch office - 1208 Porter Building, Portland, Oregon) has a claim for and on account of rental of machinery and equipment in the sum of One Thousand One Hundred Sixty-seven and 98/100 Dollars ($1167.98), together with interest thereon at 6% per annum from October 24, 1931, against the bond furnished by and taken from the Portland Sand & Gravel Company, which bond was written by the Southern Surety Company of New York, as surety, for the work of grading and constructing the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, consisting of 5.31 miles of grading work, said contract having been executed by said Portland Sand & Gravel Company and designated State Highway Contract No. 1294; said machinery and equipment consisted of trucks, tractor and scraper, the property of the Union Construction Company (and sold to this claimant during the progress of said work); said rental for the use of said machinery and equipment was incurred pursuant to and in accordance with a contract therefor between said Union Construction Company and Biggs and Hallyburton, sub-contractors under the above designated contract No. 1294; and all the rights and interests of said Union Construction Company in and to said rental and to said sum of $1167.98 heretofore, for valuable consideration, have been assigned and transferred to the undersigned United States Fidelity & Guaranty Company; and said rental has not been paid, nor any part thereof.

Dated at Portland, Oregon, this 30 day of December, 1931.

UNITED STATES FIDELITY AND GUARANTY COMPANY

BY C. O. Price
Attorney-in-fact

USF&G Seal

Original of this was returned to U. S. Fidelity & Guaranty Company, on January 16, at their request, so that original could be filed with Secretary of State

STATE OF OREGON)
: Affidavit
COUNTY OF MULTNOMAH)

I, C. O. Price, being first duly sworn, depose and say:

That I am Attorney-in-fact for, and Branch Office Manager, in Portland, Oregon, of the United States Fidelity and Guaranty Company, claimant in the foregoing Notice of Claim;

That the said United States Fidelity and Guaranty Company has a valid and just claim for $1167.98 against the bond furnished by the Portland Sand & Gravel Company, which bond was written by the Southern Surety Company of New York, as surety, for grading and constructing the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, under State Highway contract No. 1294;

That said sum as so claimed, is due as and for rental of machinery and equipment used in said work in accordance with a contract entered into between Biggs & Hallyburton of Hermiston, Oregon, as subcontractors, and Union Construction Company as the then owner of said machinery and equipment; and for valuable consideration said claim was heretofore assigned by the Union Construction Company to said United States Fidelity and Guaranty Company which is now the owner thereof; and no part of said claim has been paid;

That I have read the foregoing claim, and the statements made therein are true as I verily believe.

C. O. Price

Subscribed and sworn to before me this 30 day of December, 1931.

Christine Schafer
NOTARY PUBLIC FOR OREGON
My comm. expires June 6, 1932

Notarial seal

#1294
Uma. Co

FR167a
East Unit

January 14, 1932

Southern Surety Company of N. Y.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We received today through Raley, Raley & Warner, attorneys of Pendleton, an affidavit of J. H. Horton, proprietor of the store known as "Red & White Grocery", concerning his claim against the bond furnished by Portland Sand & Gravel Company in connection with the contract that was awarded to it by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station section of the Columbia River Highway in Umatilla County--State Highway Contract No. 1294. The amount of the bill is $1,258.37 and represents balance due on materials furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

A copy of said affidavit is enclosed herewith for your information, as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon

January 14, 1932

Raley, Raley & Warner,
Attorneys at Law,
First National Bank Bldg.
Pendleton, Oregon.

Gentlemen:

As requested by you in your letter of January 11, we are pleased to hand you herewith a certified copy of the contract that was awarded by the State Highway Commission to Portland Sand & Gravel Co., of Portland, for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, being known as State Highway Contract No. 1294.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

39

J. H. RALEY
J. R. RALEY
H. J. WARNER

JOHN F. KILKENNY
ALFRED F. CUNHA

RALEY, RALEY & WARNER
ATTORNEYS AT LAW
FIRST NATIONAL BANK BUILDING
PENDLETON, ORE.

January
11
1932

RECEIVED
JAN 14 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen: Re:- Red & White Grocery.

We enclose herewith the affidavit of J. M. Norton, sole proprietor of the Red & White Grocery, of Hermiston, Oregon, requesting a certified copy of the bond given by the Portland Sand & Gravel Co., in connection with its contract for grading of the East Unit of the Umatille-Sand Section of the Columbia River Highway.

Yours truly,

RALEY, RALEY & WARNER,

By H. J. Warner
K

STATE OF OREGON)
) ss.
UMATILLA COUNTY)

I, J. M. Norton, being first duly sworn on oath, depose and say:

That I am the owner and sole proprietor of that business known as Red & White Grocery, at Hermiston, Oregon.

That on or about the 12th day of May, 1931, the State of Oregon, acting by and through the State Highway Commission of the State of Oregon, entered into a contract for road work for the State with the Portland Sand & Gravel Co., for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, Oregon, and which said contract affiant is advised is known as No. 1294.

That the work done under said contract has been done under the direction of the State Highway Commission of the State of Oregon; that thereafter, to-wit: on and between the 12th day of May, 1931, and the 19th day of September, 1931, both dates inclusive, said Red & White Grocery, at the special instance and request of Biggs & Hallyburton, as subcontractors under the said Portland Sand & Gravel Co., rendered labor and furnished materials in connection with the construction of said highway under the terms of said contract No. 1294, for which said Biggs & Hallyburton promised and agreed to pay on demand; that the value of said services rendered and the said materials furnished by said Red & Whitegrocery, as aforesaid, is the sum of $3030.61; that no portion of said amount has been paid except the sum of 1792.24, and there is now due and owing to the said Red & White Grocery, the sum of $1238.37 over and above all just credits and offsets, together with interest thereon at the rate of 6% per annum from the 19th day of September, 1931, until paid.

That I make this affidavit for the purpose of procuring from the State of Oregon a certified copy of said contract and of the bonds given by the contractors to the State of Oregon to secure the performance of said contract, as required by Section 67-1101, Oregon Code for 1930, as amended by Chapter 280 Oregon Laws for 1931.

RED & WHITE GROCERY
By J.M. Norton
Its Sole Proprietor

Subscribed and sworn to before me this 8th day of January, 1932.

A.H. Norton
Notary Public for Oregon

My Commission expires: Feb 26. 1933.

PR*

FP 12-29
East Unit

January 8, 1932.

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Gentlemen: Attention: Mr. Carl V. Mautz

Reference is made to your letter of January 7th, concerning the quantities of work performed by subcontractors Biggs and Hallyburton on the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We are enclosing herewith a copy of our final estimate for the Umatilla-Sand Station Project. From the clauses of the subcontract which are quoted in your letter, we would judge that the subcontract covered all work performed on the project, with the possible exception of the "Class "B" Concrete" and "Lumber and Timber" items, and the force account work. We cannot state positively that Biggs and Hallyburton performed all of the work, but there is nothing in our records which indicates that they did not.

The unit prices shown on the enclosed estimate are the unit prices paid the Portland Sand and Gravel Company. We have not undertaken to extend the estimate on the basis of the unit prices stated in the Biggs and Hallyburton subcontract.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents,
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE.,

[illegible] 1932

Jan. 7, 1932

Roy A. Klein, State Highway Engineer
Salem, Oregon

Re: Contract #1294 - Portland, Sand and Gravel Company

Dear Sir:

The Aetna Casualty & Surety Company executed a bond in favor of the Portland Sand and Gravel Company covering the operations of Biggs and Hallyburton who were subcontractors for the Portland Sand and Gravel Company.

It becomes necessary for us, as Surety for Biggs and Hallyburton, to know what these men earned as a result of their subcontract.

Biggs and Hallyburton performed the following work under their subcontract with the Portland Sand and Gravel Co. We quote from the subcontract as follows:

> "That for and in consideration of the delivery of a $15,000 Surety Bond by the party of the second part to the parties of the first part, and other agreement herein contained, the parties of the first part agree and hereby sub-contract to the parties of the second part that portion of the East unit of the Umatilla Sand Station on the Columbia River Highway in Umatilla County Oregon; from station 350.50 to station 522.50 and according to the specifications as set forth by the Oregon State Highway Commission covering the above described unit, for the following prices: Common excuvation 75.000 cu yds. at 17½¢ per cu. yd; Solid rock excuvation 2500 cu. yds. @ 83½¢ per cu. yd; Overhaul 36,210 station yds @ .02¢ Truck haul 6,835 mile yds @ 18¢ Rip Rap 50 yds at $2.00; Salvage & replacing surface materials 400 yds @ 80¢: Clearing and grubbing the entire East unit of the above right-of way $750.00; All yards referred to above is Cubic Yards, and the total consideration of the contract to be $18,337.00."

> "It is further agreed between the parties hereto that Biggs and Hallyburton agree to sub-contract the balance of the East unit of the Umatilla-Sand station on the Columbia River Highway in Umatilla County, Oregon as provided in the above referred contract and being from station 522.50 to 631 for the prices referred to. In addition to the specified amounts of work referred to the following is included at and for the prices below:
> The laying of all the corrugated pipes used on the unit at the price of 25¢ per lineal foot plus excavation cost of 17½¢ per yard.
> The digging and gravel topping of the entire unit at the following prices: Digging approximately 22,000 yards at 28¢ per cubic yard; hauling approximately 22,000 yards at 17¢ per yard mile~~s~~, split on the half mile, plus grading.
> All excavation that will be required on the Cold Springs Road at prices common or rock prices."

Will you please consult your records and advise us as to the amount earned by the sub-contractors on their work as quoted above.

Yours very truly,

George A. Mercer, Adjuster

By Carl V. Mautz

CVM V

#1294
Uma. Co.

VP167A
East Unit

December 31, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We have received through Day, Hampson & Nelson, attorneys, an affidavit relative to the claim of Standard Oil Company against the bond furnished to the State by Portland Sand & Gravel Company in connection with State Highway Contract No. 1294, for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The amount of the claim is $7,565.94 and is for wares and merchandise sold to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

A copy of said affidavit is enclosed for your information as you are the surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

December 30, 1931

Day, Hampson & Nelson,
Attorneys at Law,
Pacific Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of December 29, enclosing affidavit of J. Jacobsen, District Credit Man for Standard Oil Company, relative to the company's claim against the bond taken by us from the Portland Sand & Gravel Company, contractor.

As requested, we are enclosing herein certified copy of Contract No. 1294, which was awarded to the Portland Sand & Gravel Company for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The bond is a part of the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL R. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

RECEIVED
DEC 30 1931
OREGON
STATE HIGHWAY COMMISSION

December 29, 1931.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

We are enclosing herewith affidavit of J. Jacobson, District Credit Man for the Standard Oil Company of California at Walla Walla, Washington, to the effect that the Standard Oil Company of California has a claim against the bond taken by you from the Portland Sand & Gravel Company, principal, and Southern Surety Company of New York, surety, for the work on the Umatilla Sand Section of the Columbia River Highway, your contract No. 1294.

Will you please send us a certified copy of the contract and bond as provided by Section 67-1101 Oregon Code.

Thanking you, we are

Very truly yours,

Dey, Hampson & Nelson

17/24
Encl.

STATE OF WASHINGTON, :
(SS
County of Walla Walla, :

I, J. JACOBSON, being first duly sworn, say:

That I am District Credit Man for the Standard Oil Company of California at Walla Walla, Washington, and that I have personal knowledge of the facts hereinafter set forth.

That during the period May 15, 1931, to September 24, 1931, the Standard Oil Company of California, at the special instance and request of Biggs & Hallyburton, furnished to the said Biggs & Hallyburton goods, wares and merchandise, which goods, wares and merchandise were used by the said Biggs & Hallyburton for the prosecution of the work of grading 5.31 miles of the Umatilla-Sand Section of the Columbia River Highway in Umatilla County, Oregon, Contract No. 1294; that the said Biggs & Hallyburton were sub-contractors under the Portland Sand & Gravel Company in connection with said work and that the Southern Surety Company of New York was the surety on the bond given by the Portland Sand & Gravel Company for the faithful performance of said contract.

I further state that there is now due from the said Biggs & Hallyburton for merchandise sold them and used in connection with said work the sum of Seven Thousand Five Hundred Sixty-eight and 94/100 Dollars ($7,568.94), and that said sum has not been paid and is now due and owing.

J Jacobson

Subscribed and sworn to before me the 23 day of Dec. 1931.

Notary Public for Washington
Residing at Walla Walla, Wn.
My commission expires 4/23/35

#1294
Uma. Co

PR 167a
East Unit

December 24, 1931

Fred W. Packwood
Attorney at Law
Journal Building
Portland, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 22nd instant, in which you inclose a copy of the notice of claim of the Oregon Powder Company against the Portland Sand and Gravel Company, said claim being in the sum of $1079.48, together with interest thereon at 6% per annum from the 26th day of June, 1931, and is for materials furnished in connection with the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway, State Highway Contract No.1294.

We are today notifying the contractor and the surety on his bond of the existence of this claim.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

December 24, 1931

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We have today received from Fred W. Packwood, Attorney at Law, Portland, Oregon, notice of claim of the Oregon Powder Company against the Portland Sand and Gravel Company for materials furnished in the sum of $1079.48, together with interest thereon at 6% per annum from the 26th day of June 1931, said claim being in connection with the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway, State Highway Contract No. 1294.

This information is given you since you appear as surety on the bond furnished by the Portland Sand and Gravel Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc Portland Sand and Gravel Company
Route #1, Box 185
Portland, Oregon

FRED W. PACKWOOD
ATTORNEY AT LAW
JOURNAL BUILDING
PORTLAND, OREGON

RECEIVED
DEC 24 1931
OREGON
STATE HIGHWAY COMMISSION

December 22, 1931

Oregon State Highway Commission
Salem, Oregon

4 Attn: Mr. Glaisyer

Gentlemen:

Enclosed herewith is Materialman's claim of the Oregon Powder Company against the Portland Sand and Gravel Company and its accompanying surety, the Southern Surety Company.

Will you kindly place it of record. Thanking you in advance for your courtesy in the matter, I am

Yours very truly,

FRED W. PACKWOOD

Fred W. Packwood

FWP:BG

EXHIBIT E

MATERIALMAN'S CLAIM

Project No. 1375---Contract No. 1294

To the Oregon State Highway Commission:

Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to wit: explosives and explosive supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $1070.40, together with interest thereon at 6% per annum from the 26th day of June, 1931 until said claim is paid, against the bond of the Portland Sand and Gravel Company, a partnership consisting of L. H. Creswell, G. S. McIntyre and James Dorin and the Southern Surety Company, surety, for the work designated as Project No. 1375, Contract No. 1294, and known as the East Unit of the Umatilla-Sand Station of the Columbia River Highway, located within the state of Oregon: said materials were purchased for and used upon said contract by J. W. Biggs and J. G. Halleyburton, a partnership, subcontractors under the original contractor, and the aforesaid sum represents the unpaid balance therefor.

Dated this 31st day of December, 1931.

OREGON POWDER COMPANY

By J. A. Denn
President

State of Oregon }
} ss
County of Multnomah }

I, J. A. Denn, being first duly sworn, depose and say that I am the president of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

J. A. Denn

Subscribed and sworn to this 31st day of December, 1931

Fred W. Parkwood
Notary Public for Oregon.
My comm. expires Nov. 22, 1932

PR 167a
East Unit

December 7, 1931

United States Fidelity & Guaranty Co.
1208 Porter Building
Portland, Oregon

Attention: Mr. R. B. Mason

Gentlemen:

Reply is made to your inquiry of the 5th instant requesting information concerning the contract awarded to the Portland Sand & Gravel Company near Hermiston.

The contract to which you refer is State Highway Contract No. 1294 and is for the construction of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, consisting of 5.31 miles of grading work.

This contract was awarded to the Portland Sand & Gravel Company on May 2, 1931 and was completed by the contractor on September 19, 1931. This date is also considered as the date of acceptance on the part of the State Highway Commission.

In connection with this contract the Portland Sand & Gravel Company furnished the state with a surety bond written by the Southern Surety Company of New York for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building. This bond is in the sum of $50,000.

It is our understanding that Biggs & Hallyburton were subcontractors on this work but we have no official notification to that effect. We do not recognise subcontractors but hold the original contractor responsible for satisfactory completion of the job and for the payment of claims that are incurred against the same.

United States Fidelity & Guaranty Co. - 2   December 7, 1931

I am inclosing a mimeographed copy of Chapter 280 of the Laws of 1931 which prescribes the method of filing of claims against contractors.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

RBG:FW

Inc.

R. HOWARD BLAND, PRESIDENT

CAPITAL PAID IN CASH $10,000,000

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

December 5, 1931

State Highway Department
Salem, Oregon

Gentlemen:

Please advise by early mail the official designation of the highway or that particular part of the highway near Hermiston, Oregon, which was under construction by Biggs & Hallyburton, subcontractors, under Portland Sand & Gravel contract, and such other information as will enable a claimant to file proper claim for labor and material furnished to the subcontractor.

Yours very truly,

R. B. NASON, SUPT. OF CLAIMS

By W A Wiest

WAW.JH

RECEIVED
DEC . 193
STATE [illegible]

ANSWERED
H. B. G.

PORTLAND 104 6-3-31 5M

#1294
Uma. Co

PR1679
East Unit

November 25, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of November 24th in which you inclosed three certified copies of the notice of claim which has been filed by Chas. G. Burk's Inc. for labor and materials furnished in the sum of $96.80 in connection with the contract awarded to the Portland Sand & Gravel Company for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

We are today forwarding copies of this notice to the contractors and the surety on the bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

November 25, 1931

Southern Surety Company of New York,
Bates Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by Chas. G. Burk's Inc. for labor and materials furnished in the sum of $96.80 to the Portland Sand & Gravel Company in connection with the contract awarded them by the State Highway Commission for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway.

This information is given you since you appear as surety on the bond furnished by the Portland Sand & Gravel Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By Hal E Hoss

Secretary

FW
Inc.

cc Portland Sand & Gravel Company
Route 1, Box #185
Portland, Oregon

H. E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 25 1931
OREGON
STATE HIGHWAY COMMISSION

November 24, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Chas. G. Burk's Inc. for labor and materials furnished in the sum of $96.80 against the bond taken from Portland Sand & Gravel Company, for work on the East Unit of the Columbia River Highway, State Highway Contract No. 1294.

We are enclosing herewith a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

C H A S. G. B U R K'S, I N C.
General Merchandise
Hermiston, Oregon

Nov. 20th 1931

Mr. Hal. Hoss
Secretary of State
Salem, Oregon:-

Dear Sir:-

We here present a bill for materials etc furnished for the East Unit of the Columbia River Highway, State Job No. 1294 % Portland Sand & Gravel Co:- as follows:-

To Goods (Aug. & Sept.)	$ 36.80
To Labor Order (Jack C. Smith)	60.00
	$96.80

Will you please see that we get this at once. We have waited too long now.

Yours truly

Chas. G. Burk's Inc.

C. G. B.

Endorsed: File No. 1046
Filed November 24, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Chas. G. Burk's Inc. for labor and materials furnished in the sum of $96.80, against the bond taken from Portland Sand & Gravel Company for work on the East Unit of the Columbia River Highway, State Highway Contract No. 1294, with the original notice filed in the office of the Secretary of State on November 24, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

#1294
White Co

PR1679
East Unit

November 13, 1931

Southern Surety Company of New York,
Bates, Lively & Pearson,
Yeon Building
Portland, Oregon.

Dear Sir:

We hand you herewith copy of notice of claim that was filed with the Secretary of State on November 10,1931, by The White Company against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294. The amount of the claim is $430.29 and is for truck repairs furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

This information is furnished you as you appear as surety on the bond of the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Portland Sand & Gravel Co.,
Route 1,
Portland, Ore.

November 13, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of your letter of November 10th, advising us that you filed on November 10, 1931, a notice of claim by The White Company, in the sum of $430.99, against Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract No. 1294. The claim is for assignment of earnings by Shark Bros, hauling and excavating contractors, for truck repairs furnished to Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company.

Receipt is also acknowledged of the three copies of notice of claim. A copy is being forwarded to the contractor, and a copy to its surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 10, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary of State

This is to advise that we received and filed as of this date, a notice of claim by The White Company for labor furnished in the sum of $430.99 against the bond taken from Beggs & Hollyburton and/or Portland Sand & Gravel Company, principals, and Aetna Insurance Co. and/or Southern Surety Company, sureties, for work on the Umatilla-Sand Station Section of the Columbia River Highway, State Contract No. 1294.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

HM Secretary of State.

RECEIVED
NOV 13 1931

To the Oregon State Highway Commission:

NOTICE IS HEREBY GIVEN That the undersigned THE WHITE COMPANY, Portland, Oregon., (claimant) has a claim in the sum of Four hundred Thirty and 99/100 (430.99) dollars against Beggs & Hollyburton and/or Portland Sand & Gravel Co. (contractor) and against the bond taken from Aetna Insurance Co. and/or Southern Surety Company (surety) for the work of Grading of the Umatilla Sand station section of Columbia River Highway. Contract # 1294.
(description of work for whith bond was taken)

Said claim is for assignment of earnings by Shark Bros. - hauling and excavating contractors for truck repairs furnished at Hermiston & Umatilla.
(If for work or labor state nature thereof; if for material or supplies furnished state generally what material or supplies were furnished).

In event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of 100.00 dollars as an Attorney's fee, and the sum of 50.00 dollars to defray costs of said action

THE WHITE COMPANY
BY E. C. CLOW
Address 390 Flint St., Portland, Ore.

Subscribed and sworn to before me this 5 day of November 1931

CHAS. W. MC CARTY
Notary Public in and for the State of Oregon, residing at Portland, Ore.

(SEAL)

Filed ____________ in the office of State Highway Commission, Salem, Oregon.

My commission expires Mar. 9, 1932.

Endorsed: File No. 1037
Filed November 10, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by The White Company for labor furnished in the sum of $430.99 against the bond taken from Beggs & Hollyburton and/or Portland Sand & Gravel Company, principals, and Aetna Insurance Company and/or Southern Surety Company, surety, for work on the Umatilla-Sand Station section of the Columbia River Highway, Contract No. 1294, with the original notice filed in the office of the Secretary of State on November 10, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 12th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

#1294
Umatilla Co

PR 1679

East Unit

November 7, 1931

The White Company,
390 Flint St.,
Portland, Oregon.

Gentlemen:

This will acknowledge receipt of your notice of claim against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. We note that your claim is in the sum of $50.99, and is for assignment of earnings by Sherk Brothers, hauling and excavating contractors, for truck repairs furnished at Hermiston and Umatilla.

In connection with the above mentioned contract, the Portland Sand & Gravel Company furnished the State with a surety bond for the protection of claims incurred against the project. This bond is offered to you for your protection. It was written by the Southern Surety Company of New York for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland, Oregon.

It is suggested that you file notice of your claim with the bonding company, and also with the Secretary of State in accordance with the provisions of the Oregon statutes covering the filing of claims against public contractors. If you secure no satisfaction by so doing, you still have recourse to action in the courts.

In accordance with our usual practice we are today advising the contractor and the surety on its bond that your claim has been filed in our office.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

November 7, 1931

Southern Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Ore.

Gentlemen:

We hand you herewith copy of notice of claim received from The White Company, in the sum of $450.09, against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract #1294. The claim is an assignment of earnings by Shook Brothers, hauling and excavating contractors, for truck repairs furnished at Hermiston and Umatilla.

We are notifying you as you appear as the surety on the bond furnished by Portland Sand & Gravel Co., in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Portland Sand & Gravel Co.,
Route 1, Box 185, Section Line Rd.
Portland, Ore.

RECEIVED
NOV 6 1931
OREGON
STATE HIGHWAY COMMISSION

To the Oregon State Highway Commission:

NOTICE IS HEREBY GIVEN That the undersigned

The White Company, Portland, Oregon. , has a claim in the sum of
(claimant)

Four hundred Thirty and 99/100 (430.99) dollars against

Beggs & Hollyburton and /or Portland Sand & Gravel Co. and against the bond taken
(contractor)

from Aetna Insurance Co. and/or Southern Surety Company for the work of
(surety)

Grading of the Umatilla Sand station section of Columbia River Highway, Contract # 1294.
(description of work for which bond was taken)

Said claim is for assignment of earnings by Sherk Bros. - hauling and excavating contractors for truck repairs furnished at Hermiston & Umatilla.

(If for work or labor state nature thereof; if for material or supplies furnished state generally what material or supplies were furnished).

In event the above claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of 100.00 dollars as an Attorney's fee, and the sum of 50.00 dollars to defray costs of said action

THE WHITE COMPANY

BY E. E. Clow

Address 390 Flint St., Portland, Ore.

ANSWERED
H. B. G.

Subscribed and sworn to before me this 5 day of November 1931

Chas. H. McCarty
Notary Public in and for the State of
Oregon, residing at

Portland, Ore.

Filed ________ in the office of State Highway Commission, Salem, Oregon.

MY COMMISSION EXPIRES MAR. 9, [illegible]

#1294
Uma Co

PR167a
East Unit

November 5, 1931

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1294 for the construction of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, consisting of 5.31 miles of grading, has been completed by the contractors, Portland Sand & Gravel Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after November 14th, 1931.

The State has been advised of the following claims against Biggs & Hallyburton, sub contractors on the above contract:

Lon Etter claim in amount $413.34 for tractor work; Geo. F. Campbell claim in amount $303.00; Chas, G. Burke advises of outstanding claims, amounts not stated; Black & White Garage claim in amount $1,373.23 for labor and material furnished. You are advised that the State assumes no responsibility for any of the above claims or of any others which may be files against this contract.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $66,059.14. Of this amount $756.38 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR 167a
East Unit

November 4, 1931

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention of Mr. Fred E. Reed

Gentlemen:

Reply is made to your letter of the third instant concerning the contract awarded by the State Highway Commission to the Portland Sand & Gravel Company for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County, State Highway Contract #1294.

This contract has been completed by the Portland Sand & Gravel Company, and according to our figures the total amount earned, including the amount of the final payment, is $66,059.14. This amount also includes force account in the sum of $756.58.

Final payment has not yet been made to the contractor, but final voucher has been prepared and is being mailed to it today for acceptance. The amount of this final voucher is $1,959.20.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1294
Umatilla

ATES, LIVELY & PEARSON
GENERAL AGENTS
AND INSURANCE BROKERS
YEON BUILDING
PORTLAND, OREGON

November 3, 1931

Oregon State Highway Commission,
Salem, Oregon

In Re: Portland Sand & Gravel Co.

Gentlemen:

We would appreciate it very much if you would advise us the total amount of Contract No. 1294, Umatilla Sand Station Section. The contractors on this job being the Portland Sand & Gravel Company.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred Reed

BVS

Total amt. will be $66,059.14
F. acct, $756.38
Final is $1,939.20

RECEIVED
NOV 4 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

#1294
Uma Co

PR16.79
East Unit

October 28, 1931

Black & White Garage,
Hermiston,
Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of October 27, in which you inform us of your claim in the sum of $1,573.25 against Biggs & Hallyburton who, we understand, are subcontractors under the Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The project to which you refer is State Highway Contract #1294. In connection with this contract, the Portland Sand & Gravel Co., were required to furnish the State with a surety bond for the protectionof claims. This bond was written by the Southern Surety Company of New York, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland, Oregon.

We would suggest that you take the matter up with the bonding company. If you secure no satisfaction from them, you still have recourse to action in the courts against the bond and should file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

October 28, 1931

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have received today from Black & White Garage of Hermiston, regarding their claim of $1,373.25 against Biggs & Hallyburton who, we understand, are subcontractors under Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The contract referred to is State Highway contract #1294.

You appear as surety on the bond furnished by the contractor in connection with this project and we are, therefore, giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
CC Portland Sand & Gravel Co
Route 1 Box 185
Portland

BLACK & WHITE GARAGE
HERMISTON, OREGON

Firestone

The Mark of Quality

RECEIVED
OCT 28 1931
OREGON
STATE HIGHWAY COMMISSION

Oct-27-1931

State Highway Commission
Salem Oregon
Gentlemen

We have a balance due from
Biggs & Halleyburton sub contractors Portland
Sand & Gravel Contractors. Umatilla-Wallula
Highway. This is for August & September labor
and materials furnished on this job The amount
due and not paid is $1373.23. We have
been unable to get settlement from Biggs &
Halleyburton or Portland Sand & Gravel We
would sure appreciate any help you c
give us

Very truly yours
Black & White Garage
By J. F. [illegible]

#1294
Umatilla Co

PR167G

East Unit

October 21, 1931

Mr. George A. Mercer, Adjuster,
Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Carl V. [illegible]

Dear Sir:

Receipt is acknowledged of your letter of October 20th concerning the Portland Sand & Gravel Company contract No. 1294 East Unit - Umatilla-Sand Station Section in Umatilla County.

Please be advised that this contract was completed on September 19th, 1931. The total amount paid to date is $59,[illegible].50. The retained percentage is $4,256.25. The final estimate is now being checked in this office and it is expected that final settlement will be made within the next thirty days,

Claims on file in this office against the above contract are as follows:

Lon Etter amount $413.24 against Biggs & Hallyburton, sub contractors, for tractor work.

Geo. F. Campbell amount $303.00 against Biggs & Hallyburton, Sub contractors.

Chas. G. Burks, Hermiston, Oregon, advised that he had some outstanding accounts against Biggs & Hallyburton, subs. Amounts of his claims were not stated.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1294
Umatilla Co.

ACCIDENT AND LIABILITY DEPARTMENT
ÆTNA LIFE INSURANCE COMPANY
THE
ÆTNA CASUALTY AND SURETY COMPANY
AUTOMOBILE INSURANCE COMPANY
OF HARTFORD, CONNECTICUT.
MORGAN B. BRAINARD, PRESIDENT.

BATES, LIVELY & PEARSON
General Agents
YEON BUILDING
GEORGE A. MERCER, Adjuster

PORTLAND, ORE.,
Oct. 20, 1931

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Sec.

Re: Contract #1294- Portland
Sand and Gravel Company

Dear Sir:

Will you kindly advise us the present status of this contract with particular reference to the amount of work completed, the amount paid the contractor and the claims filed against this contract.

Yours very truly,

George A. Mercer, Adjuster
By Carl V. Mautz

CVM:V

Pd to Sept. 11. - $59,433.50 Est. #4
Retained $4,256.25 Completed Sept. 19, 1931.

PR 1679
East Unit

#1294

October 15, 1931

Southern Surety Company of New York
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a letter which we have received from Mr. Chas. G. Burke, Hermiston, Oregon, in which he states that he has some outstanding accounts against Biggs and Hallyburton, who are subcontractors under the Portland Sand & Gravel Company to whom the State Highway Commission awarded the contract for the construction of a portion of the Wallula Cut-off Section of the Columbia River Highway, state contract No. 1294.

This information is given you since you appear as surety on the bond furnished by the Portland Sand & Gravel Company in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc Portland Sand & Gravel Company
Route #1 Box 185, Section Line Road
Portland, Oregon

October 15, 1931

Mr. Chas. G. Burks
Hermiston, Oregon

Dear Sir:

Your letter of the 12th instant addressed to Governor Julius L. Meier,in which you advise that you have someoutstanding accounts against Biggs and Hallyburton, who are subcontractors under the Portland Sand & Gravel Company to whom the State Highway Commission awarded the contract for the construction of a portion of the Wallula Cut-off Section of the Columbia River Highway, has been referred to this department for reply.

The contract to which you refer is state highway contract No. 1294 and is for the grading of the East Unit of the Umatilla=Sand Station Section of the Columbia River Highway in Umatilla County. In connection with this contract the Portland Sand & Gravel Company were required to furnish the state with a surety bond for the protection of claims, whether these claims were incurred by the original contractors or by subcontractors. We offer this bond to you as protection for your claim. As to whether or not it is a legitimate claim against the bond is something that I am unable to state definitely as there is some question in my mind as to this feature. This is a matter that will necessarily have to be determined in a legal way. However, it is my suggest that you file notice of your claim with the bonding company and also with the Portland Sand & Gravel Company setting forth the items clearly and distinctly and in detail. Would suggest that you also [illegible] a notice with the Secretary of State in conformance [illegible] the provisions of Chapter 280 of the General Laws [illegible] Oregon 1931, a mimeographed copy of which we incl[illegible].

The bond furnished by the Portland Sand & Gravel Company was written by the Southern Surety Company of New York, Bates, Lively & Pearson, Agents, with offices in the Yeon Building, Portland, Oregon.

Please note in the mimeographed copy of the law that is inclosed that notices of claim must be filed with the Secretary of State prior to the expiration of a period of six months from the date of completion of the contract rather than thirty days as mentioned in your letter.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

RBG:PW

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

October 13, 1931

COPY

RECEIVED
OCT 14 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Chas. G. Burks
Hermiston, Oregon

My dear Mr. Burks:

Your letter of October 12th is at hand, and I am referring it to Mr. Roy A. Klein, State Highway Engineer, with the request that he write direct to you giving any information he can supply with reference to the possibility of protecting yourself in connection with your claim against Biggs and Halleyburton. You will hear from Mr. Klein within a few days.

Very truly yours,

Governor

Contract #1294
grading East Unit - Umatilla - [illegible] Stanfield.
Portland Sand & Gravel Co
Rt 1 Box 185 Portland
Southern Surety Co. of N.Y.
Bates Lively & Pearson Agts.
Yeon Bldg.

“Mey Made Means Higher Gra ”
CHAS. G. BURK's Inc.
GENERAL MERCHANDISE
Groceries, Dry Goods, Clothing, Jewelry, Furniture,
Hardware, Machinery, Materials and Building Supplies
MEYER & CO.'S CLOTHES TO MEASURE
HERMISTON, OREGON
Tailors of Fine Custom Built Suits and Overcoats

Let us measure you
—the Suit will Fit

A MEYER MADE SUIT MUST MAKE GOOD OR WE WILL

Oct. 12th 1931

Governors Office:
Attention of
Mr. Julius L. Meier
or Mr Rufus Holman:-
Salem Oregon:-

ANSWERED
H. B. G.

Dear Sir;

I have bills & accounts against Biggs & Hall
Hallyburton Sub Contractors under the Portland
Sand & Gravel Co., Head Contractors on the Wallula
Cut off Road, from Umatilla to Wallula, along the
Columbia River in Umatilla County. as follows;-
an order for $60.00 by Jack C Smith (Labourer) on Biggs &
Hallyburton, payable to me, Sept 1st. When they settled with
him they held this $60.00 saying ~~they~~ had paid it &
he signed a release.
One open acct. against Biggs & Hal. for goods bought for
the workers ($26.55) and held out of their wages & a release
obtained - payable to me Sept. 15th. and a bill
against Biggs & Hal $10.25 bought by Hallyburton &
charged to " " payable Oct. 10th.
They completed their work on the contract Sept 20th
and stalled me off until Oct. 10th saying they could
not get the Bal. of their money until the final estimates
were in. As I understand it, their Bondsmen
are released, as far as accounts are concerned
(over)

2

30 days after the contract is completed.

These accts total $\$60^{00} + 26^{55} + 10^{2} + \$96^{80}$ and they have been grouchy, surly and non communicative. Each time I have gone to them for information as to when I could expect the money.

What do I need to do to protect myself in the matter? Their 30 day are up Oct 20th.

Please hand this to the proper official in Salem and let me know what to do at once so that I may take proper steps to protect myself before the 20th — if that is necessary.

Shall I take the matter up with their Bondsmen and who are they?

Please let me hear at once

Yours truly
Chas. G. Burke Inc
G.B.

AP1679

October 3, 1931

Mr. Geo. F. Campbell,
Box 144,
Connell, Washington.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 2nd inst., in which you advise us of your claim in the sum of $305.00 against Biggs & Hallyburton who, we understand, are subcontractors under the Portland Sand & Gravel Co., to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

The project to which you refer is State Highway Contract #1294. In connection with this contract, the Portland Sand & Gravel Co., were required to furnish the State with a surety bond for the protection of claims. This bond was written by the Southern Surety Company of New York, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Building, Portland, Oregon.

It is suggested that you take the matter up with the agents for the bonding company. If you secure no satisfaction by so doing, then you still have recourse to action in the Courts against the bond and should file notice of your claim with the Secretary of State of Oregon, Salem, in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

October 3, 1931

Southern Surety Company of New York,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have received today from Mr. Geo. F. Campbell, Box 144, Connell, Washington, regarding his claim of $305.00 against Biggs & Hallyburton, subcontractors under Portland Sand & Gravel Company, to whom the State Highway Commission awarded the contract for the grading of the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The contract referred to is State Highway Contract #1294.

You are the surety on the bond furnished by the contractor in connection with this project and, we are, therefore, giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Portland Sand & Gravel Co.,
Route 1, Box 185,
Sect. Line Rd., Portland.

RECEIVED
OCT [illegible] 1931
OREGON
STATE HIGHWAY COMMISSION

Connell, Wn Oct 2, 1931

Roy H. Klein
Salem Ore.

Dear Sir -

Beginning Aug 13 to Sept 5, I Put in 249 hrs & 45 min work with my tractor & myself for which I was to receive 2.75 per hr on Umatilla-Wallula cut off. On Sept 8 I figured up with the contractors Briggs & Hallyburton & had a tab. of $303.00 & they said they would snd this statement in to Portland to the Sand & Gravel Co & I would get my money soon afterward.

To date I have not rec'd anything so feel that I should do as some of the others have done & send the statement of amt. due me, to you, before final settlement of State with the contractors.

Amt. due me $303.00

ANSWERED
H. B. G.

Respt.
Geo. F. [illegible]
Box 144 Connell Wn

#1294

PR1679

October 2, 1931

The White Company,
Flint and Hancock Sts.,
Portland, Oregon.

Attention of Mr. E. C. Clow, Credit Manager

Gentlemen:

We are in receipt of your inquiry of October 1st.

It is estimated that payment of the final estimate on the Portland Sand & Gravel Company's contract will not be made before November 1, 1931.

The State Highway Contract that we have reference to is for the grading of the Umatilla-Sand Station Section of the Columbia River Highway, and is Contract #1294.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1294
Umatilla Co

HE WHITE COMPANY
WHITE TRUCKS AND BUSSES
FACTORY AND GENERAL OFFICES
CLEVELAND, OHIO

PORTLAND DISTRICT
R. A. GUTHRIDGE, MANAGER

PORTLAND, OREGON
FLINT AND HANCOCK STS.

October 1st, 1931.

FACTORY BRANCHES AT
ALBANY
ATLANTA
BALTIMORE
BIRMINGHAM, ALA.
BOSTON
BRONX, N.Y
BRIDGEPORT, CONN.
BROOKLYN, N.Y
BUFFALO
CAMDEN, N.J.
CHARLOTTE, N.C.
CHATTANOOGA
CHICAGO, (So.)
CHICAGO, (No.)
CINCINNATI
CLEVELAND
COLUMBUS, O
DALLAS
DENVER
DETROIT
DULUTH
EL PASO
ERIE, PENNA.
FT. WORTH
FRESNO, CAL.
HOUSTON, TEX
HARRISBURG, PA.
HARTFORD, CONN.
HUNTINGTON, W.VA.
INDIANAPOLIS
JACKSONVILLE
JERSEY CITY
KANSAS CITY
KNOXVILLE, TENN.
LITTLE ROCK, ARK.
LOS ANGELES
LOUISVILLE, KY.
MEMPHIS
MIAMI, FLA.
MILWAUKEE
MINNEAPOLIS
NASHVILLE
NEWARK, N.J.
NEW HAVEN, CONN.
NEW ORLEANS
NEW YORK CITY
NORFOLK, VA.
OAKLAND, CAL.
OKLAHOMA CITY
OMAHA
PHILADELPHIA
PITTSBURGH
PORTLAND, ORE.
PROVIDENCE
READING, PA.
RICHMOND, VA.
ROCHESTER, N.Y.
SACRAMENTO, CAL.
SALT LAKE CITY
SAN DIEGO, CAL.
SAN FRANCISCO
SHREVEPORT, LA.
SCRANTON, PA.
SEATTLE
SPOKANE, WASH
SPRINGFIELD, MASS
ST. LOUIS
ST PAUL, MINN
SYRACUSE
TAMPA, FLA
TOLEDO, OHIO
TULSA, OKLA
UTICA, N.Y.
WASHINGTON, D.C
WATERBURY, CONN
WICHITA
WILKES-BARRE, PA
WILMINGTON, DEL.
WORCESTER, MASS

EXPORT DEPARTMENT
NEW YORK
CLEVELAND, OHIO

THE WHITE COMPANY, LTD
MONTREAL, QUEBEC
CALGARY, ALB.
TORONTO, ONTARIO
VANCOUVER B C
WINNIPEG, MANITOBA

Oregon State Highway Commission,
Auditor's office,
Salem, Oregon.

Gentlemen:

Will you kindly advise when payment will be made of the final estimate on the Portland Sand & Gravel Company contract for grading and surfacing on the Umatilla cut-off at Hermiston.

Thanking you for this service, we are

Yours truly,

THE WHITE COMPANY
Portland District

E C Clow
Credit Manager

ECClow/FE

TERMS AND CONDITIONS PRINTED ON THE REVERSE SIDE OF THIS SHEET CONSTITUTE PART OF THIS COMMUNICATION AND ALL DEALINGS WITH THIS COMPANY ARE SUBJECT THERETO.

FORM 2-M-1 F-22767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR 167a

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

October 5, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

The over-run on the Umatilla-Sand Station Section, East Unit, was caused partly by the increase in quantities due to the fact that the roadbed was widened prior to the letting of the contract, but the quantities ~~are~~ were not really refigured but merely estimated from certain typical sections.

The principal over-run, however, was in the solid rock item. The sand cuts were test pitted with an auger in a very thorough manner, but large dikes of rock in two of the cuts were entirely missed. These dikes occurred in the middle of the cuts and they were totally concealed and covered over by the sand, so that the borings towards each end of the cut did not disclose any rock at all.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

RECEIVED
OCT 6 1931
OREGON
STATE HIGHWAY COMMISSION

#1294

Umatilla Co

PR1679

September 28, 1931

Mr. Stephen A. Lowell,
Attorney,
Despain Block,
Pendleton, Oregon.

Dear Sir:

Reply is made to your letter of the 25th inst., in which you advise that a client of yours has a claim against Biggs and Hallyburton who, you state, are contractors for the construction of a portion of the Wallula Cut-off Section of the Columbia River Highway.

The contract to which you refer was awarded by the State Highway Commission to Portland Sand & Gravel Company. Our records show that Biggs and Hallyburton are subcontractors on this work.

In connection with our highway contracts the State requests the successful bidder to file a surety bond for the protection of claims incurred against the project. Such a bond was filed by the Portland Sand & Gravel Company in connection with the above mentioned project. This is offered to your client for his protection. The bond was written by Southern Surety Company of New York for whom Bates, Lively & Pearson are local agents with offices in the Yeon Building, Portland.

We do not have blanks for the filing of claims against contractors, but would suggest that the form given in Chapter 280, Oregon Laws for 1931, be followed. The notice, of course, is to be filed with the Secretary of State and not with the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

OFFICE OF STEPHEN A. LOWELL
ATTORNEY AND COUNSELOR AT LAW
DEPAIN BLOCK
PENDLETON, OREGON

September 25, 1931

RECEIVED
SEP 28 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Dear Sirs:

I am writing in behalf of a young man who has been at work with his machinery for some time upon what is known as the Wallula Cutoff, under the contractors Biggs and Hallyburton. There is due him quite a large sum of money, several hundred dollars, which he needs at this time to apply upon his debts, and he is unable to ascertain from the contractors when the amount will be paid. His work has been finished some days.

If you have any blanks for use in cases like this where a claimant desires to file his demand with the Highway Commission will you please send two copies to the undersigned?

Yours truly,

Stephen A. Lowell

ANSWERED
H. B. G.

#1294

PR1679

September 22, 1931

Mr. I. M. Schannep
Attorney at Law
Pendleton, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 21st instant in which you inclose a statement of the claim of Lou Hoter who performed certain services for Biggs & Halliburton, subcontractors under the Portland Sand & Gravel Company, in connection with the contract awarded that company by the State Highway Commission for the construction of a portion of the Wallula Cut-off Section of the Columbia River Highway in Umatilla County, the amount of the claim being $413.24.

It is noted that you ask that final payment be not made until this claim has been settled. In this connection will say that the protection offered claimants in connection with contracts is the bond furnished by the contractor to the state. In this particular instance the bond was written by the Southern Surety Company of New York for whom Bates, Lively & Pearson are agents with offices in the Yeon Building, Portland. We would suggest that the matter be taken up with the bonding company and also with the Portland Sand & Gravel Company, original contractors. Should you secure no satisfaction by so doing then you still have recourse to action in the courts.

The contract to which you refer is state highway contract #1294 and is for the grading of the east unit of the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County. The address of the original contractors, the Portland Sand & Gravel Company, is Route 1, Box 185 Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

September 22, 1931

Southern Surety Company of N. Y.
Bates, Lively & Pearson, Agents
Yeon Building
Portland, Oregon

Gentlemen:

We send to you herewith a copy of the statement received from I. M. Schannep of Pendleton, Oregon. This statement is the claim of Lon Etter of Pilot Rock, Oregon and is in connection with work performed under the contract of the Portland Sand & Gravel Company on the East Unit of the Umatilla-Sand Station Section of the Columbia River Highway, said work being done for the subcontractors, Biggs & Halliburton. The claim is in the sum of $413.24.

This information is given you as you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

cc Portland Sand & Gravel Company
Route 1, Box 185
Portland, Oregon

I. M. SCHANNEP
ATTORNEY AT LAW
PENDLETON OREGON

Sept. 21, 1931

Mr. Roy A. Klein,
Secy. State Highway Commission,
Salem, Oregon.

Dear Sir:

I am herewith handing you claim of Lon Etter of Pilot Rock, Oregon, for work done with his caterpillar under the contract of Portland Sand and Gravel Company on the East section of the Wallula Cut Off for a sub contracting firm of Biggs & Halliburton.

Kindly place this in line for payment before the final estimate is approved.

Very Truly,

I.M. Schannep

Kindly let me know name of the Bondsmen.

ANSWERED
H. B. G.

RECEIVED
SEP 22 1931
OREGON
STATE HIGHWAY COMMISSION

Portland Sand and Gravel Company,

Biggs & Halliburton,

To Lon Etter, Dr.

Work with caterpillar on East Section of Wallala Cut Off, from Aug. 11, 1931, to and including Sept. 5, 1931, as follows:	
10 hours @ $3.25	$32.50
263 hours @ 3.75	723.25
10 gal gas Halliburton	1.80
	$757.55
Less Board and gasoline furnished by Biggs and Halliburton, and labor paid, compensation etc.	145.47
	$612.08
Less also, amount paid by Biggs & Halliburton,	198.84
Balance due,	$413.24

PR 167-A

August 15, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are sending to you herewith four copies of a letter from the Oregon-Washington Railroad & Navigation Company, authorizing us to take possession of the encroachment on railroad property which occurs between Stations 582+00 and 584+50 of the Umatilla-Sand Station Section (Federal Aid Project No. 167-A).

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

August 13, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

For your information, we are enclosing herewith copies of correspondence which we have had with officials of the O. W. R. & N. Company, relative to the railway encroachment on the Umatilla-Sand Station Section.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

August 15, 1931.

Mr. H. C. Williams, Supt.,
O. W. R. & N. Company,
Spokane, Washington.

Dear Sir:

We have your letter of August 12th, relative to our application for a highway encroachment on your Company's right-of-way near Sand.

We assure you that the State Highway Commission will execute your usual form of encroachment agreement as soon as it is presented.

We appreciate very much your cooperation in this matter, and the promptness with which you have attended to it.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

Form 3168

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

OFFICE OF

Superintendent

IN REPLY PLEASE REFER TO

No. R 323

Spokane, Washington
August 12, 1931

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon

Dear Sir:

Referring to correspondence with reference to application for highway encroachment on right of way near Sand.

Your application has been approved and I will authorize immediate possession of the premises upon receipt of your written understanding that our usual form of agreement will be executed promptly when presented.

Yours truly,

M. C. Williams

Superintendent.

RECEIVED
AUG 13 1931
OREGON
STATE HIGHWAY COMMISSION

August 13, 1931.

Mr. T. B. Collins,
Right-of-Way Agent,
O. W. R. & N. Co.,
743 Pittock Block,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of August 12th, relative to our application for a highway encroachment upon your Company's right-of-way near Bend, and to assure you that the State Highway Commission will execute your usual form of encroachment agreement as soon as the same is presented.

We appreciate very much your cooperation in this matter.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

679

FORM [illegible]

STANDARD

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

GEO. W. McMATH
GENERAL TAX AND RIGHT OF WAY AGENT
T. B. COLLINS
RIGHT OF WAY AGENT
L. W. HOBBS
TAX AGENT

RECEIVED
AUG 13 1931
OREGON
STATE HIGHWAY COMMISSION

IN REPLY PLEASE REFER TO
NO. 7168

743 PITTOCK BLOCK
PORTLAND, OREGON

August 12, 1931.

State Highway Commission,
Salem, Oregon.

Attn: - Mr. Klein
Highway Engineer

Gentlemen:

Your Commission recently wrote this company for permission to encroach upon a portion of its right of way for approximately 250 lineal feet near Sand, Oregon, in order to take care of slopes of the Umatilla-Wallula cut-off.

We have been authorized to allow you to immediately go upon the ground as indicated on maps furnished by you with the understanding that our customary form of easement will be executed upon presentation. Please advise your concurrence and easement will be forwarded shortly.

Yours very truly,

T.B. Collins

W.

PR1679

[illegible] F-28707 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 10, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Umatilla-Sand Station Section.

RECEIVED
AUG 11 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

The attached order for extra work order No. 2 on the east unit of the Umatilla-Sand Station Section of the Columbia River Highway, was occasioned by the necessity of abandoning the gravel bar on the Columbia River which turned out to be too sandy to be used. It is extremely hard to get an adequate test on gravel below the water line, and while such tests as we had indicated that the gravel was of suitable quality, it turned out to be too sandy at greater depths.

Very truly yours,

H G Smith

Division Engineer

HGS:OW
Encl.

PR#167-A

August 8, 1931.

PR 167-A

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

When we wrote to you a few weeks ago relative to the securing of an easement for the encroachment on O. W. R. & N. right-of-way at about Station 580 of the Umatilla-Sand Station Section, we overlooked the fact that this is a federal aid project. We have since received a letter from the Bureau of Public Roads objecting to our narrowing the roadbed at this point, and insisting that an easement from the railroad company be obtained.

Mr. Devers has taken the matter up with Mr. Spencer of the O. W. R. & N. Company, and has received a letter in which Mr. Spencer has said: "we are referring the matter to our General Manager for his approval, and, if same is granted, we will prepare the necessary agreement for execution by the Highway Commission, subject, of course, to the approval of our Principals."

This statement indicates that the local officials are approving the granting of the easement, and we, therefore, presume that there will be no objection to our proceeding with the part of the work which extends onto the railway property. We suggest that you get in touch with the railroad company's division engineer and endeavor to secure from him consent to proceed with the work. It will, of course, be several months before the execution of the easement will be completed.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:EE

cc J. G. Toole

August 8, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

This is to advise that arrangements are now underway, and are progressing favorably, for an easement permitting encroachment on the O. W. R. & N. right-of-way at about Station 580 of the Umatilla-Sand Station Section, F. A. Project 167-A.

This matter was referred to in your letter of July 14th.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE NO. ______

POST OFFICE BUILDING
PORTLAND, OREG.

July 14, 1931

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
JUL 15 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:

Reference is made to Oregon Emergency Federal Aid project 167-A, the Umatilla - Sand Station section of the Columbia River Highway - Wallula cut off.

During a recent inspection it was noted that the section from Station 580 to 585+25 cannot be built until an easement has been obtained from the Railroad people.

At the time this project was approved, we were informed by your office that this section did not constitute an encroachment but merely a restriction in right-of-way width and the project was approved with that understanding. It now develops that the highway between these stations cannot be built as both the cut and fill slopes encroach upon the Railroad company's right-of-way.

As you probably recall. during a conversation some time ago, we said we had received information that the Union Pacific Railway officials were willing to discuss the encroachment on this project but we have had no information as to whether the right-of-way has been obtained.

As the contractor is ready to work on the section above referred to, it is suggested that the matter of securing the necessary right-of-way be given your early attention.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. C. Caufield
Highway Engineer

1000 4-31

OMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER
SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

August 6, 1931

Mr. R. A. Klein
Office

Dear Sir:

In response to your request I applied to the Union Pacific Company for the right to encroach upon the company's right of way near Sand in connection with the construction of the Umatilla-Wallula Cut-off and today received a letter from Mr. Spencer in which he said:

> "We are referring the matter to our General Manager for his approval, and if same is granted we will prepare the necessary agreement for execution by the Highway Commission, subject,of course, to the approval of our principals."

I do not know whether you will want to pass this information on to Mr. Smith or not.

Yours truly

J M Devers
J. M. DEVERS

JMD:PW

PR1679.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

NOTED
State Highway Engineer

July 23, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

An inspection made on July 8 of Oregon Emergency Federal Aid Project No. 167-A showed the amount of work done was 39% and time elapsed 58%. The construction on the west unit was 36% complete and the east unit 42% complete.

As this is an emergency project and the time limit is August 31, the above is called to your attention for such action as you deem necessary.

Very truly yours,

W. H. LYNCH
District Engineer

Umatilla - Sand Station.

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

PR167a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Oregon Emerg.
F.A.P. 167-A

Post Office Building
Portland, Oregon.

July 20, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

By L Canfield
L. J. Canfield
Highway Engineer

Enclosed is one copy each of approved estimate and approved specifications.

A47- 9935

Form P. R. 2

EMERGENCY State Oregon

FEDERAL AID Project No. 167, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6618

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1931 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 22nd day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section A of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 28th day of April 1931, and approved by the Secretary on the 30th day of June, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventy-seven thousand, sixty-one and 60/100 dollars ($77,061.60) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $77,061.60, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from State funds available for expenditure by the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by

(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 12+00 about ½ mile east of Umatilla in the N.W.¼ of Sec. 16, T. 5 N., R.28 E., W.M., and survey station 631+00 in the N.W.¼ of Sec. 8, T.5 N., R.30 E., W.M.,

terminal points, a distance of 11.725 miles, known locally as the Umatilla-Sand Station Section of the Columbia River Highway, (Wallula Cut-off), between a point on the Fed. Aid Highway System in the vicinity of Umatilla and the Oregon-Washington State Line approximately south of Wallula, Umatilla County, being Oregon Emergency Federal Aid Project No. 167, Section A, consisting of 11.712 miles of roadway and one bridge of more than 20 ft. clear span.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The Highway Department hereby agrees that it will initiate or cause to be initiated, such action as may be necessary to secure the installation of safeguards at the grade crossings of the O.W.R.R. & N. Co. tracks between survey stations 6+00 and 8+00, adoquate for the protection of traffic, that it will construct and maintain a suitable road between the west end of the project and the existing highway to the west, and that, when traffic conditions require, it will initiate, or cause to be initiated, such action as may be necessary, for the purpose of eliminating the said railroad grade crossings.

(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 2 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $151,945.20, Federal Aid $75,972.60; one bridge, approved estimate $2,178.00, Federal Aid $1,089.00.

(e) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of seventy-seven thousand, sixty-one and 60/100 dollars ($77,061.60), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of one hundred fifty-four thousand, one hundred twenty-three and 20/100 dollars ($154,123.20), the approved total estimated cost of Section A of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to --~~

~~---~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of --~~
~~(Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to --

-- the State Treasurer --
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of -- Oregon --
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Article VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(*a*) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ....
(Include reference to statute authorizing

....
funds, probable amount annually available, and how will be placed under direct control of Highway Department)

....

Stricken

*(*b*) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ....
(Include reference to statute authorizing

....
funds and probable amount annually available)

....

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ....

....
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.......

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the.......30th....... day of ....June......., 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By M. A. Lynch
Member, State Highway Commission
(Title of officer)

[SEAL]

By C. K. Spaulding
Member, State Highway Commission
(Title of officer)

By ....
....
(Title of officer)

By ....
....
(Title of officer)

[SEAL]

CWB —5518 R. W. Dunlap
Acting *Secretary of Agriculture.*

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 12+00 about ½ mile east of Umatilla in the N.W.¼ of Sec. 16, T.5 N., R.28 E., W.M., and survey station 631+00 in the N.W.¼ of Sec. 8, T.5 N., R.30 E., W.M., locally known as the Umatilla-Sand Station Section of the Columbia River ~~locally known as~~ Highway (Wallula Cut-off), between a point on the Fed. Aid Highway System in the vicinity of Umatilla and the Oregon-Washington State Line approximately south of Wallula, Umatilla County, and designated in the records of this Department as Emergency Federal Aid Project No. 167.1, Section A, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $154,123.20 as the total estimated cost of Section A of said project, and the sum of $77,061.60 as the share of the United States, payable under said acts on account of Section A of such project, which does not exceed the authorised Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30th day of June one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4830

PR/679.

July 18, 1931

The Metropolitan Casualty
Insurance Co., of New York,
Portland Branch,
Wilcox Building,
Portland, Oregon.

Attention of Mr. L. H. Hoff.

Gentlemen:

Reply is made to your letter of the 16th inst., inquiring as to the amount paid to the Portland Sand & Gravel Company for work on the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Our records show that Estimate No. 1, for work accomplished to June 11, 1931, amounted to $13,036.45. A warrant in this amount was mailed to Portland Sand and Gravel Company on July 2, 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1294
[illegible]

J. SCOFIELD ROWE, PRESIDENT

THE METROPOLITAN CASUALTY INSURANCE CO. OF NEW YORK

CHARTERED 1874

PACIFIC DEPARTMENT, 60 SANSOME STREET, SAN FRANCISCO, CALIF.

Portland Branch Office

7TH FLOOR, WILCOX BLDG. ATWATER 7521

PORTLAND, OREGON

July 16, 1931.

Oregon State Highway Commission,
State of Oregon,
Salem, Oregon.

Re: Portland Sand & Gravel Co.

Gentlemen:

We have a statement from the above captioned concern in which they show the amount of $13,026.00 for work on Umatilla Sand Station Section.

We wish to verify this and would, therefore, appreciate your advising us if this amount is approximately correct. Thanking you kindly for this consideration, we remain,

Yours very truly,

L. W. Neff
w.

Bonding Department

LWN:W

Est. #1 for work to June 11 - $13,336,45 —
Mailed on July 2nd.

RECEIVED
JUL 17 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

CHAS. K. SPAULDING, SALEM

OREGON STATE HIGHWAY COMMISSION

PR167a

East Unit,
Umatilla-Sand Station

June 25, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

Reference is made to your letter of June 22nd, relative to acquiring railway encroachment No. 2 on the Umatilla-Sand Station Section of the Columbia River Highway.

I have discussed this matter with Mr. Klein, and our conclusion is that it would be best not to ask for this encroachment until such time as we can request the encroachments which are to be made east of Sand Station. Owing to the uncertainty as to the crest elevation of the proposed Umatilla Rapids Dam, there is possibility that the location east of Sand Station will have to be revised before construction, which possibility makes it inadvisable to make request for all of the encroachments at this time.

We are of the opinion that the original plan of narrowing the roadbed at encroachment No. 2, and of possibly using a somewhat steeper side slope on the embankment, will be satisfactory for the time being.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc J. G. Toole

500 5-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 22, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

When we were laying out sufficient work for the Umatilla-Sand Station Section of the Columbia River Highway, it was decided to let this work as far as encroachment No. 3 as it was felt that encroachment No. 2 was of such insignificant nature that we could narrow up the roadbed and finish it at some later time. But, this will interfere with the placing of the gravel topping, so it would seem advisable to go ahead and request that encroachment No. 2 be granted us.

It is my understanding that Mr. Roberts has approved all these encroachments so that all that is necessary to obtain them is to make formal application. Consequently I would recommend that we request encroachment No. 2 be granted us and that permission be requested to work upon it immediately. All the data pertaining to this encroachment is in your office.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

RECEIVED
JUN [illegible] 1931

COMMISSIONERS
VAN DUZER, CHAIRMAN
LYNCH, REDMOND
SPAULDING

PR 1679.

June 26, 1931

Mr. H. G. Smith
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Receipt is acknowledged of your letter of June 19 concerning sprinkling of the Umatilla-Sand Station Section of the Umatilla-Wallula Project. The problem of placing the gravel topping on the subgrade is a contractor's problem and one which we anticipated would cause some trouble. I do not feel that the State is under any obligation to water this subgrade and do not think that the expense is warranted, as I do not see as it would be of any particular advantage to the job. It would not seem that there would be any amount of travel which would use the road immediately and, therefore, it would be more economical to place the material and let it lie during the present summer, having in mind that some compaction might be secured next winter and spring by blading when there was some moisture in the ground. Since we do not make any provision for sprinkling in the contract, of course, we could not secure Federal aid on this item, which would leave the State to pay the entire cost.

Therefore, for these reasons, I do not think it advisable to consider sprinkling on this job at this time.

Very truly yours

State Highway Engineer

RAK:HI

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
JUN 22 1931
OREGON
STATE HIGHWAY COMMISSION

June 19, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Umatilla-Sand Station Section.
Re:Sprinkling.

Dear Sir:

On a recent inspection of the Umatilla-Sand Station Section the necessity of sprinkling the roadbed during the placing of the gravel topping was discussed and it appeared that a much better job could be obtained by the use of water. In fact, it is hard to see how they can place a surfacing at all without a water tank being used to compact the subgrade.

No money was budgeted for this purpose as it never occurred to me that water would have any effect on this sand during the summer months, but one of the grading contractors is sprinkling in connection with his grading operations which sets the sand up very hard and indicates that sprinkling would be entirely successful in placing the gravel topping.

It will be necessary, however, to have a pneumatic tired water tank as I am quite certain that hard tires could not travel at all over the sand. As this work was not contemplated in the contract, I am requesting your advice before doing anything further in the matter, but I really believe it quite essential to the securing of a satisfactory job, and I would have included sprinkling in the original budget had I had any idea that the use of any reasonable amount of water would compact and set up the sand and gravels of that locality.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW

WESTERN UNION

PR167a

June 1, 1931

Portland Sand & Gravel Co.,
Route 1, Box 185,
Portland, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Umatilla-Sand Station Section on the Columbia River Highway in Umatilla County.

Very truly yours,

STATE HIGHWAY COMMISSION

By . Secretary

AJ

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT • J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR55 8=LAGRANDE ORG 26 1057A 1931 MAY 26 AM 11 09

ROY A KLEIN=
STATE HIGHWAY ENGINEER SALEM ORG=

BUILD WYES ON SOUTH SIDE ONLY AT COLDSPRINGS= PR167a

:H G SMITH..

NOTED
State Highway Engineer

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

It seems to me this analysis that there is no question but what the over-head crossing is the line to be adopted as it is a material saving over any other adequate solution which can be adopted. The "B" line is not to be considered as giving a modern highway profile.

It is quite essential that this be decided immediately as the contractor is now at work in this vicinity. Will you kindly authorize us to proceed with the construction of the over-head crossing.

Very truly yours,

H G Smith
Division Engineer.

HGS:OW
Encls.

CLASS OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	X	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

SALEM ORG MAY 26 1931

H G SMITH

LA GRANDE ORG

OVERHEAD CROSSING AT COLD SPRINGS APPROVED STOP DO YOU CONSIDER IT ADVISABLE TO CONSTRUCT WYE CONNECTIONS ON NORTH SIDE NOW

ROY A KLEIN

It seems to me this analysis that there is no question but what the over-head crossing is the line to be adopted as it is a material saving over any other adequate solution which can be adopted. The "B" line is not to be considered as giving a modern highway profile.

It is quite essential that this be decided immediately as the contractor is now at work in this vicinity. Will you kindly authorize us to proceed with the construction of the over-head crossing.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encls.

ORTLAND
ND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

May 23, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

RECEIVED
MAY 25 1931
OREGON
STATE HIGHWAY COMMISSION

Attention: Mr. Probert

Dear Sir:

Some time ago you sent Mr. Toole a sketch of the crossing of the Cold Springs highway on the Umatilla-Sand Station Section of the Columbia River Highway with a request that an estimate of the cost of a grade crossing be prepared vs the over-head crossing, and sketched on the map a proposed relocation of the Cold Springs Highway to permit of the crossing being made at grade.

I am now submitting an estimate from Mr. Toole accompanied by a profile showing that the cost of the over-head crossing is $9,547.50 and that the grade crossing would be $11,637.78. Mr. Toole has also estimated a grade crossing which he calls the "B" line which would materially reduce the cost, but would add a very materialhazard by the incorporation of a very sharp roll in the grade line only a short distance away from the grade crossing.

It seems to me this analysis that there is no question but what the over-head crossing is the line to be adopted as it is a material saving over any other adequate solution which can be adopted. The "B" line is not to be considered as giving a modern highway profile.

It is quite essential that this be decided immediately as the contractor is now at work in this vicinity. Will you kindly authorize us to proceed with the construction of the over-head crossing.

Very truly yours,

H G Smith
Division Engineer.

HGS:OW
Encls.

UMATILLA-SAND STATION SECTION
EAST UNIT
COLUMBIA RIVER HIGHWAY

SUMMARIES FOR GRADE CROSSING AND OVERHEAD CROSSINGS AT COLD SPRINGS FROM STA. 506 to STA. 541

"A" FOR GRADE CROSSING WITHOUT WYES

Common Excavation	10,192	Cu. Yds.	@ 0.24	$2,446.08
Bor. Com. "	9,880	" "	@ 0.24	2,371.20
Solid Rock "	5,895	" "	@ 0.90	5,305.50
Overhaul	15,900	Sta Yds	@ 0.02	318.00
Truck Haul	4,620	Yd. Mi.	@ 0.20	924.00
18" Culv. Pipe	182	Lin Ft.	@ 1.50	273.00

$11,637.78

ESTIMATE COST OF WYES (APPROXIMATELY) $2,500.00

FOR OVERHEAD CROSSING WITHOUT WYES

Common Excavation	10,072	Cu. Yds.	@ 0.24	$2,417.28
Bor. Com. "	7,563	" "	@ 0.24	1,815.12
Solid Rock "	2,611	" "	@ 0.90	2,349.90
Overhaul	1,840	Sta Yds.	@ 0.02	36.80
Truck Haul	4,697	Yd. Mi.	@ 0.20	939.40
Lumber & Timber	28	M-FBM	@ 60.00	1,680.00
Concrete Cl."B"	12	Cu. Yds.	@ 20.00	240.00
18" Culv. Pipe	46	Lin Ft.	@ 1.50	69.00

$ 9,547.50

"B" FOR GRADE CROSSING WITHOUT WYES

Common Excavation	10,212	Cu. Yds.	@ 0.24	$2450.88
Solid Rock "	3,378	" "	@ 0.90	3040.20
Overhaul	4,950	Sta Yds	@ 0.02	99.00
Truck Haul	5,837	Yd. Mi.	@ 0.20	1167.40
18" Culv. Pipe	142	Lin Ft.	@ 1.50	213.00

$6970.48

East Unit

N/

PR 167a.

PACIFIC TELEGRAM

SALEM OREGON MAY 11 1931

J G TOOLE

HERMISTON OREGON

USE TWENTY FOUR FEET FOR WIDTH OF ROADWAY WOOD TRESTLE STATION THIRTY TWO

ROY A KLEIN

PACIFIC TELEGRAM

HERMISTON OREGON May 11, 1951

ROY A KLEIN

STATE HIGHWAY ENGINEER SALEM OREGON

ADVISE WIDTH OF ROADWAY FOR WOOD TRESTLE STATION 52 UMATILLA SAND PROJECT IF OVER 24 FEET SEND PLANS

J G TOOLE

PR 167a

May 11, 1931.

Mr. [illegible] Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Umatilla-Sand Section, Emergency Project No. 167-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. H. Nash/MC

Encl.

Oregon State Highway Department Emergency Project No. 167-A.

UMATILLA-SAND STATION SECTION OF THE

OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate as basis for project agreement. Based on Contract Prices.)

Salem, Oregon, May 8, 1931.

WEST UNIT

All Required	Clearing and Grubbing		$ 600.00
67,000 cu. yds.	Common Excavation	$0.40	26,800.00
33,000 " "	Solid Rock Excavation	0.70	23,100.00
80,000 yd. sta.	Overhaul	0.01	800.00
28,000 yd. mi.	Truck Haul	0.15	4,200.00
10 cu. yds.	Class "A" Concrete	30.00	300.00
6 " "	Class "B" Concrete	18.00	108.00
30 " "	Riprap	3.00	90.00
10 M-FBM	Lumber & Timber	60.00	600.00
36,000 cu. yds.	Gravel Topping	0.35	12,600.00
50,000 yd. mi.	Hauling Gravel, Truck Measure	0.12	6,000.00
1,500 lin. ft.	18-inch Concrete Pipe	1.60	2,400.00
200 " "	24-inch " "	2.35	470.00
156 " "	36-inch " "	4.00	624.00
	Sub-total (West Unit)		$63,382.00

EAST UNIT

All Required	Clearing and Grubbing	$	$ 1,000.00
121,000 cu. yds.	Common Excavation	0.24	29,040.00
6,000 " "	Solid Rock Excavation	0.95	5,700.00
77,000 yd. sta.	Overhaul	0.02	1,540.00
17,000 yd. mi.	Truck Haul	0.20	3,400.00
100 cu. yds.	Riprap	3.00	300.00
400 " "	Salv. & Replacing Surfacing Materials	1.50	600.00
22,000 " "	Gravel Topping	0.35	7,700.00
30,000 yd. mi.	Hauling Gravel, Truck Measure	0.17	5,100.00
1,300 lin. ft.	18-inch Corr. Galv. Iron Pipe	1.50	1,950.00
50 " "	24-inch " " " "	3.00	150.00
70 " "	36-inch " " " "	4.00	280.00
	Sub-total (East Unit)		$56,770.00

Sub-total (Both Units)	$120,152.00
10% Engr. & Cont.	12,015.20
Total (Both Units)	$132,167.20

Timber Trestle Sta. [illegible] 3-25' Spans

15	Cu. yds.	Class "B" Concrete	$20.00	$ 300.00
28	M-FBM	Lumber and Timber	60.00	1,680.00
		Sub-total		$1,980.00
		10% Engr. & Cont.		198.00
		Total		$2,178.00

Length of Roadway	11.712 miles
Length of One Trestle, 80 feet	.015 "
Length of Project	11.726 "

Cost per mile, Roadway $12,973.46

SUMMARY

Item	Total Cost	Federal Aid		Emergency [illegible] Funds
Roadway,	$151,945.20	$75,972.60	(50%)	$75,972.60
One Trestle,	2,178.00	1,089.00	(50%)	1,089.00
	$154,123.20	$77,061.60		$77,061.60

State funds for Maintenance; Chapter 41, Laws 1937.

FIRST

THE FIRST NATIONAL BANK

F. B. SWAYZE, PRESIDENT R. ALEXANDER, VICE PREST.
A. H. NORTON, CASHIER

Hermiston, Oregon

May 1st, 1931.

Mr. Roy Klein, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Klein:-

We have a local man who is contemplating taking a sub-contract from the contractor who is to build the East section of the Wallulla Cut-off and has ask us for a line of credit.

The basis of this credit would be an assignment of his monthly estimates or an order on the State for the amount of our loan, said order to be paid from his estimate.

I am wondering if you have regular proceedure for handling a loan of this kind and whether or not is is a successful and safe way in which to handle a loan of this kind.

I will be glad to have you outline just what I would need to do to be absolutely protected in the event we wish to enter into an agreement to assist this man.

I remember very distinctly that I have $3500.00 in the contract which was let when the bridges over the irrigation ditches in this neighborhood were constructed on our present Old Oregon Trail and one experience of that kind is enough. It seems to me I learned at that time that a bank loaning money was just merely out of luck and otherwise, all labor and material were protected and they all got their money but myself.

I will be glad for any information you will give me.

Yours very truly,

F B Swayze

ANSWERED
H. B. G.

pp. 167-A

May 4, 1931.

Mr. H. G. Smith,
Division Engineer,
State Highway Division Office,
La Grande, Oregon.

Dear Sir:

You were advised in our letter under date of April 18th that we had assigned Prefix No. 80-PK to the Umatilla-Sand Station Section of the Columbia River Highway in Umatilla County.

Due to the fact that this section has been awarded in two units, we have cancelled Prefix No. 80-PK and have assigned 80-PK-1 to the West Unit, and 80-PK-2 to the East Unit.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons/WC

c.c. to J. G. Toole

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. ____

POST OFFICE BUILDING
PORTLAND, OREG.

May 1, 1931

PR167a

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 167-, section A, for which bids were opened April 30, 1931.

This is to advise of our prior concurrence in the award of the contract to O.D.Wolfe, Washougal, Washington, who submitted the low bid of $83,042.50 for the west unit; and to the Portland Sand & Gravel Co., Portland, Oregon, who submitted the low bid of $56,750.00 for the east unit: a total of $139,792.50.

Very truly yours,

W. H. LYNCH
District Engineer

J A Elliott

By
J. A. Elliott
Senior Highway Engineer

NOTED
State Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

April 27, 1931

PR 167a.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Confirming our telephone conversation of April 22, the Secretary of Agriculture on April 20 approved Oregon project statement No. 167, involving the improvement of 19.7 miles of the Umatilla-Washington State Line Section - Columbia River Highway between a point on the Federal Aid Highway in the vicinity of Umatilla and the Oregon-Washington State line south of Wallula, in Umatilla County, for which the preliminary estimate of cost amounts to $400,000, the preliminary estimate of cost for the portion to be first improved amounting to $200,000.

The Secretary made his approval subject to the condition that provision will be made for the construction of a satisfactory grade crossing separation structure when traffic conditions require same and that pending such grade separation adequate means will be taken for proper safeguarding of the railroad grade crossing within the limits of the project.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

PR167a

April 21, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate and five bid proposals for the grading of the Umatilla-Sand Station Section, Emergency Project No. 167-A. Under separate cover, we are sending two sets of blueprint plans. These plans are incomplete inasmuch as we have not completed the drawing for the timber trestles which are to be constructed on this project. Prints of the trestle drawings and the additional three sets of plans required will be sent in the next day or two.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department — Emergency Project No. 167-A

UMATILLA-SAND SECTION OF THE
OLD OREGON TRAIL IN UMATILLA COUNTY

(Estimate with specifications. Not as basis for project agreement.)

Salem, Oregon, April 21, 1931.

West Unit

All Required	Clearing and Grubbing		$ 600.00
67,000 cu. yds.	Common Excavation	$ 0.25	16,750.00
33,000 cu. yds.	Solid Rock Excavation	0.90	29,700.00
29,000 yd. stas.	Overhaul	0.03	870.00
35,000 yd. mis.	Truck Haul	0.20	7,000.00
10 cu. yds.	Class "A" Concrete	30.00	300.00
8 cu. yds.	Class "B" Concrete	28.00	224.00
30 cu. yds.	Riprap	3.00	90.00
10 M-FBM	Lumber and Timber	70.00	700.00
26,000 cu. yds.	Gravel Topping	0.60	15,600.00
50,000 yd. mis.	Hauling Gravel, Truck Meas.	0.16	8,000.00
1,300 lin. ft.	18" Culvert Pipe	2.00	2,600.00
200 lin. ft.	24" Culvert Pipe	3.50	700.00
110 lin. ft.	36" Culvert Pipe	5.50	605.00
			$83,739.00

East Unit

All Required	Clearing and Grubbing		$ 400.00
121,000 cu. yds.	Common Excavation	0.25	30,250.00
4,200 cu. yds.	Solid Rock Excavation	0.90	3,780.00
77,000 yd. stas.	Overhaul	0.03	2,310.00
17,000 yd. mis.	Truck Haul	0.20	3,400.00
15 cu. yds.	Class "B" Concrete	28.00	420.00
100 cu. yds.	Riprap	3.00	300.00
28 M-FBM	Lumber and Timber	70.00	1,960.00
400 cu. yds.	Salv. & Replacing Surf. Matls.	0.50	200.00
22,000 cu. yds.	Gravel Topping	0.60	13,200.00
30,000 yd. mis.	Hauling Gravel Truck Meas.	0.16	4,800.00
1,300 lin. ft.	18" Culvert Pipe	2.00	2,600.00
90 lin. ft.	24" Culvert Pipe	3.50	315.00
70 lin. ft.	36" Culvert Pipe	5.50	385.00
			$ 64,320.00
	Sub-total		$148,059.00
	10% Engr. & Cont.		14,805.90
	Total		$162,864.90

Length of Roadway	11.712 miles	
Length of 1 Trestle 68 ft.	.013 miles	
Length of Project	11.725 miles	
Cost per mile	$13,905.81	
Estimated percentage of work to be done on Sept. 1, 1931		100%
Federal Aid Requested	$81,432.45	
Emergency Advance Funds Requested	81,432.45	
	$162,864.90	

PR 167a

April 18, 1931.

Mr. E. G. Smith,
Division Highway Engineer,
State Highway Division Office,
La Grande, Oregon.

Dear Sir:

As requested in your letter of April 15th, we are today sending to Mr. Toole, by express, the 100-foot scale maps for the Umatilla-State Line Section. We are also sending Mr. Toole a blueprint set of profiles for the Umatilla-Sand Station Section.

The plans have gone out to bidders calling for an overhead crossing at Cold Springs, but Mr. Klein is not sure that the extra cost of the overhead crossing is warranted due to the fact that there is very little traffic on the Cold Springs Highway except for a month or two when wheat is being hauled. He requests, therefore, that you make a further study of the situation and submit comparative estimates and plans.

In working up plans for a grade crossing, please give consideration to the possibility of shifting the Cold Springs road to the west about 200 feet as we have indicated on the map that is being sent to Mr. Toole. Such a shift will make it easier to bring the two lines to the same grade.

It appears that some sort of wye connection should be provided for traffic turning north on the Cold Springs road. The costs of such connection should be figured into the comparative estimates mentioned above.

If the overhead crossing as now planned is to be used, we believe that a change should be made in the location of the east leg of the wye connection. In laying the grade for that leg, the locating engineer seems to have overlooked the fact that the grades of the connection must be the same as the grades of the highways until the centerlines are sufficiently far apart that the roadways no longer intersect. The use of a twenty-two degree curve instead of a twenty-four, will, we think, add sufficient length to the connection to permit a proper transition in grades without exceeding a maximum of five or six per cent.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:WC
C.C. to Mr. Jas. C. Teale

Member American Society Civil Engineers ~ Associate Member American Institute Electrical Engineers ~ Registered Professional Engineer, Oregon

HAROLD A. RANDS
Civil and Hydraulic Engineer
~~[illegible]~~ 321 Customhouse
Portland, Oregon

PR167a

State Highway Engineer

April 13,1931

Mr.Roy A.Klein,
State Highway Engineer,
Salem,Oregon.

Subject:- Wallula Cut-off.

Dear Mr.Klein:

Having importuned the State Highwar Engineer and the State Highway Commission for a dozen years or more to build the Wallula Cut-off,I am naturally greatly pleased to read an announcement to effect that its construction has been authorized.

Some time since we exchanged letters with reference to the profile grade of proposed cut-off and the backwater curve above any dam the Army Fngineers ~~might,~~ in their forthcoming report, might recommend for construction at the Umatilla Rapids site. You also had Mr.Smith who located the cut-off come to see me.

At the time of Mr.Smith's call the studies by the Army Engineers had not advanced to a point such that it was possible to make any final decisions as to exact location or height of dams and I did not take Mr.Smith in to see Major Kuentz.

Since that time much progress has been made and I believe,in the interest of coordination,that it would be a good idea for yourself and Major Kuentz to meet and talk things over.

I had thought it possible that you might find it convenient to bring profile and meet Major Kuentz in his office here sometime when highway matters bring you to Portland. This would be most convenient from consideration of river matters as then all government maps would be available.

Please understand,however,that this is a personal letter from myself and not inspired by,or through,my connection with Major Kuentz's office.

Very truly yours

H.A.Rands

H.A.Rands

File

Umatilla - Sand Station Se

APR 14 1931

Am glad to note that you
are to remain "as is."

CONTRACT# 1295,

SEE:

CONTRACT#1224,

1295 SEI : Contract 1224

CONTRACT# 1296, 1370,
1503,

PR 26B Terminal City-Klamath Falls 1931
Sec.
1296, 1370, 1503 Folder # 2

26-B

January 26, 1934

W. D. Miller and Dave W. Johnson
P. O. Box 351
Klamath Falls, Oregon

Gentlemen:

Replying to your letter of January 24 inquiring as to when you expect to receive final warrant in the sum of $1,034.75 for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, I am happy to say that this warrant is being released today.

Very truly yours

Secretary

HBG:AJ

TRUCKS FOR HAULING PHONE 78

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE
BLOCKS, LIME, PLASTER, METAL LATH AND EXPLOSIVES
KLAMATH FALLS, OREGON

January 24, 1934.

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer.

Gentlemen:

In your letter of January 17, in answer to ours of the 15th, you advise that the final voucher in the amount of $1034.75 was mailed us on the 15th and immediately upon its return would be placed in line for immediate payment.

We received this voucher on the 16th and returned it the same day and expected payment before this date. As we are greatly in need of this money to take care of urgent obligations, will you kindly have same investigated at once and check mailed without delay.

Yours respectfully,

W. D. MILLER & DAVE. W. JOHNSON
By Hamblet

FRH:A.

[illegible] 1/26/34

26-B

January 17, 1934.

W.D. Miller & D.W. Johnson
P. O. Box 351
Klamath Falls, Oregon

Gentlemen:

This acknowledges receipt of your letter of the 15th instant enclosing your check in the sum of $8.00 covering eight days' rental on roller type planer float used in connection with construction work on the Terminal City-Klamath Falls Section of The Dalles California Highway, Contract No. 1505. Wish to thank you for this remittance.

Regarding the payment of the final estimate on the above mentioned project, am pleased to advise that the final voucher in the sum of $1054.75 was mailed to you on the 15th of this month and should be in your hands at the present time. This voucher will be placed in line for immediate payment upon its return from you, properly executed.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

26-B

January 17, 1934.

W.D. Miller & D.W. Johnson
P. O. Box 551
Klamath Falls, Oregon

Gentlemen:

This acknowledges receipt of your letter of the 15th instant enclosing your check in the sum of $8.00 covering eight days' rental on roller type planer float used in connection with construction work on the Terminal City-Klamath Falls Section of The Dalles California Highway, Contract No. 1508. Wish to thank you for this remittance.

Regarding the payment of the final estimate on the above mentioned project, am pleased to advise that the final voucher in the sum of $1034.75 was mailed to you on the 15th of this month and should be in your hands at the present time. This voucher will be placed in line for immediate payment upon its return from you, properly executed.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

OX 351 TRUCKS FOR HAULING PHONE 78

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE
BLOCKS, LIME, PLASTER, METAL LATH AND EXPLOSIVES
KLAMATH FALLS, OREGON

January 15, 1934.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

On December 30 we received check on the Oregon State Highway Commission covering semi-final estimate in the amount of $7178.78, leaving a balance due of $1034.75 after deducting 85.77 barrels of cement at $2.706 per barrel per price agreement No. 1 dated December 12, 1933.

We are enclosing herewith our check in the amount of $8.00 covering eight days' rental on roller type planer float from October 18th to 25th inclusive. With the payment of this bill, all expense in connection with Contract No. 1503 has been paid for, and we would respectfully request that the balance due of $1034.75 be mailed us at once. Thanking you very kindly for your prompt attention to this matter, we are

Yours respectfully,

W. D. MILLER & D. W. JOHNSON.
P. O. Box 351.

By F. W. Hamblet. Secty.

WDM:A.
Encl:1.

Nos 6, Bill *748 - *8.00
Check to Hallenberg
1-17-34

#1503

26-B

January 16, 1934

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1503 for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County has been completed by the contractors, David W. Johnson and W. D. Miller, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 26, 1934.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $8,213.83 including the final payment.

Very truly yours,

Secretary.

Dict. by J. McFarland.

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon NRH 26-B

POST OFFICE BUILDING
PORTLAND, OREG.

December 26, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered ~~Federal aid~~ project.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Apr 9925

Form P. R. 2
State Oregon
Project No. NRH 26, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of November, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 8th day of April, 1931, a revised project statement, which was approved by the Secretary on the 5th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 4th day of August, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of nine thousand, twenty-six and 05/100

dollars ($9,026.05) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 22+50 in the S.W. 1/4 Sec. 20, T. 38 S., R. 9 E., W.M., and survey station 76+00 in the S.W. 1/4, Sec. 18, T. 38 S., R. 9 E., W. M. (excepting therefrom those portions between stations 25+50 and 60+06, and 65+00 and 71+50),

, length 0.236 of a mile~~s~~, in Klamath County, being Section B of Oregon National Recovery Highway project No. NRH 26, consisting of 0.236 of a mile~~s~~ of roadway and no bridges, ~~each~~ of more than 20 feet clear span, known locally as the Klamath Falls - Terminal City section of The Dalles - California Highway, between official control points Klamath Falls and Fort Klamath.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of nine thousand, twenty-six and 05/100 dollars ($9,026.05), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~dollars ($~~ is ~~)~~, the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. **112.**

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 12 day of December, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission.
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

By P St J Wilson
Acting Chief, Bureau of Public Roads.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. NRH 26-B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 9,026.05 as the total estimated cost of said project, and the sum of $ 9,026.05 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed the authorized Federal~~ is ~~pro rata share of~~ said total estimated cost.

Done at the city of Washington, this 12 day of December one thousand nine hundred and thirty - three

~~Secretary of Agriculture~~
~~Secretary of Agriculture.~~

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

26-B

December 26, 1933

W. D. Miller and D. W. Johnson, Contractors
P. O. Box 951
Klamath Falls, Oregon

Gentlemen:

Since wiring you this morning I am happy to report that the voucher, covering semi-final estimate for paving Terminal City-Klamath Falls Section of The Dalles-California Highway, has been signed and delivered to the Secretary of State for the issuance of the customary warrant.

It will not be possible to forward the warrant so as to reach you by Wednesday of this week, but you should have it before the end of the week. It will be mailed direct to the First National Bank of Klamath Falls in accordance with your request.

Very truly yours

Secretary

J

r. Yaeger

26-B

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

SALEM, OREGON DECEMBER 26, 1933

W. D. MILLER & D. W. JOHNSON
KLAMATH FALLS, OREGON

RELET IMPOSSIBLE TO MAIL WARRANT TO REACH YOU WEDNESDAY LETTER FOLLOWS

OREGON STATE HIGHWAY COMMISSION

HBG:AJ

COLLECT

Yours respectfully,

W. D. MILLER & D. W. JOHNSON.

By F. R. Hamblet
Secty

WDM:A.

Jno
What is [illegible] status of the payment ?

Voucher is on Mr Bordwick's desk

BOX 381 TRUCKS FOR HAULING PHONE 76

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE
BLOCKS, LIME, PLASTER, METAL LATH AND EXPLOSIVES
KLAMATH FALLS, OREGON

26-B

December 23, 1933.

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. P. Glaisyer.

Gentlemen:

On December 12 we approved the semi-final estimate and claim as made up by your office December 11 covering work performed to November 24, 1933, in paving gaps in the Terminal City - Klamath Falls Section of the Dalles California Highway per our contract with you No. 1503.

As we have not received any money whatsoever on this contract and our creditors are pressing us for payment of their claims, we would greatly appreciate it if you would arrange to have check covering this work mailed to us care of First National Bank of this city without delay. We would also greatly appreciate it if you would wire us collect advising if check will be mailed so as to reach us Wednesday. Your co-operation in this respect will be greatly appreciated.

Yours respectfully,

W. D. MILLER & D. W. JOHNSON.

By [illegible]
Secty.

WDM:A.

Mr — What is status of the payment?

[illegible]

Voucher is on Mr Burdocks desk

FORM 9-A-1 11934 10M 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

94-B

OREGON STATE HIGHWAY COMMISSION
SALEM

December 19, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

State Highway Engineer

Dear Sir:

I am returning map and profile of the Algoma-Terminal City project which you recently submitted, since it was decided to discontinue any more P.W.A. projects. I would suggest that the contours on the map be inked. The other work such as encroachments maps be finished up so that the project is entirely complete.

With reference to the layout at Algoma, I recommend that two separate profiles be prepared., one using the original survey over Algoma Point and the other the most logical line past the Algoma Depot.

I believe the line over Algoma Point was practically finished last year so that it would not appear expensive to finish that profile as well as the one along the railroad.

I would suggest that this work be hastened as much as possible as there is still some chance that we may need the maps returned.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

HGS/H

By

CC to
R.H. Baldock ✓

H. G. Smith,
Construction Engineer.

#1503

26-B

December 16, 1933

Standard Oil Company of California,
Medford, Oregon.

Attention: Credit Dept.

Gentlemen:

Reference is made to your letter of December 15th concerning the W. D. Miller & David W. Johnson contract No. 1503 for the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

Please be advised that the above contract was completed on November 24, 1933. Final payment has not yet been made and the contract has not been accepted by the Highway Commission.

Very truly yours,

Secretary.

Dict. by J. McFarland.

STANDARD OIL COMPANY OF CALIFORNIA

OFFICE
2ND FLOOR LIBERTY BLDG
MAIN AND GRAPE STS
P. O. BOX A

SALES DEPARTMENT
~~[illegible]~~ K. W. KENDRICK
DISTRICT SALES MANAGER
A. J. HAUK
ASSISTANT DISTRICT SALES MANAGER

MEDFORD, ORE.

Portland, Ore.
Dec. 15, 1933

W. D. Miller Const. Co.
Oregon State Contract #1503

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

ALL AGREEMENTS ARE CONTINGENT UPON STRIKES, ACCIDENTS, DELAYS AND OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. PRICES OFFERED SUBJECT TO CHANGE WITHOUT NOTICE.

We would appreciate it if you would advise us the acceptance date of the above job, and whether or not Mr. Miller has received his final estimate on same.

Yours very truly
STANDARD OIL COMPANY OF CALIFORNIA
K. W. Kendrick, District Sales Manager
By
District Credit Man

DTW:LP

NRA
MEMBER
U.S.
WE DO OUR PART

#1503

26-B

December 12, 1933

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to David W. Johnson and W. D. Miller on Contract No. 1503 for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County. This payment will be made on or after December 22, 1933.

Kindly acknowledge receipt of this letter.

Very truly yours,

Secretary.

Dict. by J. McFarland.

FORM S-C-1 11543 500 10-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

26-B

December 8, 1933

NOTED
State Highway Engineer

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G.Smith

Dear Sir:

Last evening we sent you, by express, map, profile and estimate on the Algoma-Terminal City job.

Before making up this job it was necessary that a decision be made on the route to be followed northward from the north end of Graham Marsh. We have made extensive studies of the two general routes, that is, the one that follows the present road up the hill and the other which follows the railroad grade. The reason why the decision must be made at this time is due to the necessity of securing material for the fill across Graham Marsh.

There were two routes across the mill pond on the lower route. The comparison on all three lines, the common point being as shown on the accompanying tracings, is as follows:

	Old Line Over Hill	Low Line Parallel to R. R. across Mill Pond	Low Line Diagonal Across Mill Pond
Distance	26,606	24,094	24,329
Maximum Curve	14°	5°	5°
Total Curvature	344°	149°	228°
Difference in Rise	148		
Grading Costs	$133,000.	$169,000.	$158,000.

The cost figures quoted are not worked out as fully as I would have liked to had them but I believe they are representative and show a true relation between the costs of the lines. From these figures I do not hesitate to recommend one of the lower lines and the profile and map sent to you yesterday was based on the assumption that you would concur in this recommendation. More detail work will be required before a decision can be made on which of the two lower lines will be chosen.

There are a good many details to be worked out with the railroad and the mill companies before construction could start. The road-master at Klamath Falls thought our clearance was OK but advised that a detailed plan would have to be submitted to the San Francisco office. The Superintendent at the mill was interviewed and he expressed the opinion that he did not believe the plan near the mill, if constructed as outlined, would interfere with their operations. Definite decision, however, would have to be made by the owner, who lives in Los Angeles.

You will note that the surfacing on the job submitted did not extend as far north as the grading as I saw no reason why it should extend north of the place where the connection to the old road would be made.

I have only figured the surfacing six inches thick as the fills will be entirely of solid rock and talus and we planned to stress the selection of proper materials for the top of our grade in the Special Provisions. Surfacing will be full width of grade.

The oiling was figured for a B-12. The rock for surfacing and oiling was figured to come from the quarry located at the view point at Algoma.

Plans of the typical section to be used are attached to the map, which is being sent to you under separate cover.

Yours very truly

K. D. Lytle
Division Engineer

kdlc/

#1303
26.B

C-1 11643 500 10-33
COMMISSIONERS
SLIE M. SCOTT, CHAIRMAN, PORTLAND
ARL G. WASHBURNE, EUGENE
. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

26- transfer
of

December 6, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

DEC 7 1933

Attention Mr. H. G. Smith

Dear Sir:

We are sending by express the final records on the contract of David W. Johnson and W. D. Miller for paving gaps in the Terminal City-Klamath Falls Section of The Dalles-California Highway. The following items are being sent:

2 Copies of Quantity Summary Sheet
4 Copies of Final Estimate
1 Bound Field Book containing the final record of the following:
    Portland Cement Concrete Pavement
    Expansion Joints
    Contraction Joints
    Dowel Bars
    Tie Bars and Reinforcement
    Accounting of Quantity of Cement Used and Amount saved under the specified requirements.
Material Receipt Books Nos. 1 and 2 covering the Removal and Stockpiling of Surfacing Materials.
Material Receipt Books Nos. 3 and 4 covering Construction of Rock Shoulders.
4 Copies of Communication from the Contractors, setting forth the cost of cement, this being accompanied by 3 invoices of the cement company covering the price of the cement.

The contractors would appreciate the return of the invoices when they have been examined.

NOTED
State Highway Engineer

Yours very truly

K. D. Lytle
Division Engineer

kdl/c

Form 26—9941—1M—6-33.

#1503
26-B

STATE OF OREGON—HIGHWAY DEPARTMENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ....

($..................) Dollars, to ......us...... paid, ...we...... hereby sell, assign and transfer the within claim for all money due or to become due on Contract 1503 – for the construction of t

Terminal City-Klamath Falls section on the Dalles-California Highway in Klamath County.

to ......The First National Bank, Klamath Falls, Oregon...... and authorize and empower

said ...... " " " " " " " ...... to act as agent for ......us......

and in ......our...... name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this ......2nd...... day of ......November......, 1933.

Executed in the presence of us as witnesses:

W G Van Emon
J A Gordon

David W. Johnson & W. D. Miller
David W Johnson
W D Miller

---

and no payments have been made to date.

No claims have been filed against this contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.

#1503

26-B

November 23, 1933

Shell Oil Company,
1219 Westlake Ave. North,
Seattle, Washington.

Gentlemen:

In response to your inquiry of November 22nd we wish to advise that the David W. Johnson & W. D. Miller Contract No. 1503 for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, was completed on November 10th, 1933. The contract has not been accepted and no payments have been made to date.

No claims have been filed against this contract.

Very truly yours,

Secretary.

Dict. by J. McFarland.

SHELL OIL COMPANY

SHELL BUILDING
1219 WESTLAKE AVE. NORTH

SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Nov. 22, 1933.

RECEIVED
NOV 2[illegible] 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. L. V. Murrow,
Director of Highways,
Salem, Oregon.

Dear Sir:

Re: CONTRACT #1503 - Dalles-California Highway - Terminal City Section - Klamath County
JOHNSON & MILLER, CONTRACTORS

Will you please advise us what progress has been made on the above contract, giving the percentage of work completed, the expected date of completion, and total amount of liens, if any, already filed?

Will you please advise us immediately of the date of acceptance by your department?

FJH:AH

Yours very truly,

SHELL OIL COMPANY

A. C. GUSKE
Division Credit Manager

Nov. 10. 1933

Form 338—4M—8-33.

RECEIVED
NOV 8 - 1933
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending Nov. 4, 1933

Section Terminal City - Klamath Falls Sec.

Kind of work Concrete Pavement

Highway The Dalles-California

Section prefix 18-PN3 ~~(NRH-26-B)~~

Contractor David W. Johnson & W.D.Miller.

Contract number 1503

Date of contract Sept. 16, 1933.

Date of completion Nov. 30, 1933.

Date work started Sept. 30, 1933.

Estimated date of completion Nov. 25, 1933

Amount of contract $ 8205.50

Per cent of time elapsed 67%

Estimated cost of completed project, exclusive of engineering $ 8000.00

Per cent of contract completed, based on total contract price 95%

Engineering costs to date, $ 440. , 5.4 %

Date project was completed ...., 193....

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Due to rain, there was very little work done this week, same covering part of three days only with small crew, placing shoulder rock.

RECEIVED
NOV [illegible]

Robert B Gould
Resident Engineer.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

SMITH

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.25
Miles partially completed					0.25
Miles completed					0.00
Total estimated quantities					2800 Sq. Yds.
Estimated quantities moved or placed to date					2800 Sq. Yds.
Average daily quantities					
Average daily quantities necessary to complete project on time	All completed except 35% of shoulder construction.				
Number shifts per day					1
Hours per shift					Average 4.
Average force on project for week					6

Percentages of men employed on contract to be secured from:

Klamath County, 100 %; .... County, ... %; .... County, ... %; .... County, ... %

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	Klamath COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	4					1	5
Men and teams						0	0
Men and trucks under 3 tons						1	1
Men and trucks over 3 tons						0	0
Men and tractors						0	0

Equipment used during week: Shovels 0, Power graders 0, Rollers 0, Mixers 0, Crushing or screening plants 0,

Compressors 0, Bull dozers 0, Sheet-foot rollers 0,

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain	8	Rain
Monday	Rain	8	Rain
Tuesday	Rain	8	Rain
Wednesday	Rain	4	Rain.
Thursday	Clear	4	Grade too wet to work in A.M.
Friday	Clear	4	" " " " " " "
Saturday	Clear	8	Laid off to let grade dry thoroughly.

CARL F. [illegible]

ov, 1933

Carl:

I have kept the original of this assignment and have filed it in the contract. Please note this and keep what you want and return the letter.

J. McF,

National Bank
MATH FALLS, OREGON.
TAL $200,000.00

ATH FALLS, ORE.

26-B

RECEIVED
NOV 4 - 1933
OREGON
STATE HIGHWAY COMMISSION

. 3, 1933

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Referring to your letter of the 1st, in regard to contract No. 1503, Terminal City-Klamath Falls section of the Dalles-California Highway, we enclose herewith three copies of Assignment of Claim on the forms you sent us, properly executed, and a letter from the Bond Company as requested in your letter, will be forwarded to you direct from their Portland office.

When all the papers are received, will you kindly acknowledge the assignment of this money, and oblige

Yours very truly,

J A Gordon

President.

JAG:H
Encl-3

NOTED
SMITH

The First National Bank
OF KLAMATH FALLS, OREGON.
CAPITAL $200,000.00
KLAMATH FALLS, ORE.

26-B

Nov. 3, 1933

RECEIVED
NOV 4 - 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Referring to your letter of the 1st, in regard to contract No. 1503, Terminal City-Klamath Falls section of the Dalles-California Highway, we enclose herewith three copies of Assignment of Claim on the forms you sent us, properly executed, and a letter from the Bond Company as requested in your letter, will be forwarded to you direct from their Portland office.

When all the papers are received, will you kindly acknowledge the assignment of this money, and oblige

Yours very truly,

J A Gordon

President.

JAG:H
Encl-3

NOTED [illegible]
CARL F. SMITH
[illegible]

26 B

October 3, 1933

David W. Johnson & W. D. Miller
209-10 Willits Building
Klamath Falls, Oregon

Gentlemen:

We are today forwarding to you by express an executed copy of the contract recently awarded to you for paving the gaps on the Terminal City-Klamath Falls Section of the Dalles-California Highway, Klamath County. This copy is for your records and files.

Very truly yours
STATE HIGHWAY COMMISSION

Secretary

HBG
jn

Division Engineer's
Estimate of Cost
Paving Gaps on
Terminal City-Klamath Falls Sec.

The Dalles-California Highway   Portland Cement Conc. Pavement

Portland Cement Concrete Pavement	2800	sq. yds.	@	$2.51	$7,028.00
Expansion Joints	300	lin.ft.	@	0.22	66.00
Contraction Joints	1400	" "	@	0.05	70.00
Dowels	210	only	@	0.25	52.50
Tie Bars & Reinforcement	1200	lbs.	@	0.07	84.00
Removing & Stockpiling Surfacing Mtls.	450	C. Y.	@	0.50	225.00
Construction of Rock Shoulders	300	C. Y.	@	0.60	180.00
					$7,705.50

Division Engineer's

Detail Estimate of Contractor's Costs
to lay 2800 sq. yds. concrete pavement.

Terminal City-Klamath Falls Project

2800 Sq. Yds. = 567 Cu. Yds.

COST MATERIALS F.O.B. PROJECT

Cement	1.54 bbls. x 567 C.Y.	= 873.18	@ $3.03	$2,637.00
Sand	0.43 C.Y. x 567	= 243.81	@ 2.45	597.00
Rock	0.81 C.Y. x 567	= 459.27	@ 2.25	1,033.36
Form Lumber	5625 F. B. M.		@ 20.00	112.50
Stakes for forms, etc.				20.00

LABOR

Superintendance		150.00
Laying Pipe Line & Removing		
8 men 6 days		158.40
Sub grading		
2 teams & drivers 4 days		40.80
4 Subgraders 4 "		52.80
1 Rollerman 4 "		15.60
Setting Forms (& Removing)		
4 men 4 days		96.00
Mixing, Spreading & Finishing		
Mixer Man 4 days		24.00
4 Spreaders 4 days		52.80
2 Rodders 4 days		31.20
3 Finishers 4 Days		72.00
Covering & Curing		
200 C.Y. Earth (Ponding Material)	@ 0.50	100.00
Flooding, 20 days labor		66.00
Rental (Includes Gas & Oil)		
Roller 4 days @ $12.00		48.00
Concrete Mixer 4 " @ 25.00		100.00
4900 feet 2" pipe line A 3¢		147.00
Small tools, etc.		120.00
Burlap for covering		50.00
Water, 50,000 Cu. Ft.		50.00
Pickup truck 6 days @ 8.00		48.00
Cartage on Pipe		30.00
Freight haul on Finishing Machine		172.50
Rental on Finishing Machine 4 days @ $20.00		80.00
	Total	$6,105.29

Construction Cost per Sq. Yd.	$2.18
Plus Contractor's Profit 15%	.33
Estimated Cost per Sq. Yd.	$2.51

26-B

Division Engineer's
Estimate of Cost
Terminal City-Klamath Falls Sec.
of
The Dalles-California Highway

1244 Lineal Feet Portland Cement Concrete

Portland Cement Concrete Pavement	2800	Sq. Yd.	@	2.25	$6300.00
Expansion Joints	300	Lin.Ft.	@	.22	66.00
Contraction Joints	1400	" "	@	.05	70.00
Dowels	210	only	@	.25	52.50
Tie Bars and Reinforcement	1200	lbs.	@	.07	84.00
Removing and Stockpiling Surfacing Mtls.	450	C. Y.	@	.50	225.00
Construction of Rock Shoulders	300	C. Y.	@	.60	180.00
					$6977.50

September 21, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Terminal City-Klamath Falls Section, Project No. [illegible]-26-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/CS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-26-B

TERMINAL CITY-KLAMATH FALLS SECTION OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, September 20, 1933

Portland Cement Concrete Pavement: (Sta. 22+50 to 25+50) (Sta. 50+06 to 55+00) (Sta. 71+50 to 76+00)

2,800	sq. yds.	Portland Cement Concrete Pavement	$2.50	$ 7,000.00
300	lin. ft.	Expansion Joints	0.25	75.00
1,400	" "	Contraction Joints	0.05	70.00
210	only	Dowels	0.25	52.50
1,200	lbs.	Tie Bars & Reinforcement	0.09	108.00
450	cu. yds.	Removing & Stockpiling Surfacing Materials	1.00	450.00
300	" "	Construction of Rock Shoulders	1.50	450.00
		Sub-total		$ 8,205.50
		10% Engr. & Cont.		820.55
		Total		$ 9,026.05

Length of Roadwork 0.236 miles
Cost per mile $ 38,245.97

National Recovery Highway Funds Requested $ 9,026.05

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

66-B

September 18, 1933

David W. Johnson & W. D. Miller
Klamath Falls, Oregon

Gentlemen:

This letter is to inform you officially that at the meeting held on September 18, 1933 the State Highway Commission awarded to you the contract for the construction of 1,244 lineal feet of concrete pavement on the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, at the bid price submitted by you on that day.

You may consider this letter as your authority and our request to immediately start construction operations. The contract forms are now being prepared and will be mailed to you for execution within the next day or two.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:ja

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

September 16, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence in award of contract, as of this date, for Oregon NRH 26-B, the Terminal City-Klamath Falls section of the Dalles-California Highway, to David W. Johnson & W. D. Miller, Klamath Falls, Oregon, who submitted the low bid of $8,205.50.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 8-C-1 9566 500 6-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

24-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

RECEIV
SEP 14 1933
OREGON
STATE HIGHWAY CO

September 13, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Attached are Division Engineer's Estimates of Cost for the three projects in this division for which bids are being received on September 16th.

We note Mr. Gould's letter of September 10th relative to the cost of materials F. O. B. Klamath Falls for the Terminal City-Klamath Falls project did not go into the full details of the contractor's probable cost to lay the pavement per square yard. We have, therefore, prepared an itemized statement of the estimated contractor's cost to lay this pavement which figures $2.51 per square yard. All items of expense have been estimated liberally and there is no doubt but what a local contractor could save considerable on the rental items.

Yours very truly

K. D. Lytle
Division Engineer

NOTED

By

W. O. Widdows

wow/c
encl.

Division Engineer's
Estimate of Cost
Paving Gaps on
Terminal City-Klamath Falls Sec.

The Dalles-California Highway **Portland Cement Conc. Pavement**

Portland Cement Concrete Pavement	2800	sq. yds.	@	$2.51	$7,028.00
Expansion Joints	300	lin.ft.	@	0.22	66.00
Contraction Joints	1400	" "	@	0.05	70.00
Dowels	210	only	@	0.25	52.50
Tie Bars & Reinforcement	1200	lbs.	@	0.07	84. 00
Removing & Stockpiling Surfacing Mtls.	450	C. Y.	@	0.50	225.00
Construction of Rock Shoulders	300	C. Y.	@	0.60	180.00
					$7,705.50

Division Engineer's

Detail Estimate of Contractor's Costs to lay 2800 sq. yds. concrete pavement.

Terminal City-Klamath Falls Project

2800 Sq. Yds. = 567 Cu. Yds.

COST MATERIALS F.O.B. PROJECT				
Cement	1.54 bbls. x 567 C.Y.	= 873.18	@ $3.03	$2,637.00
Sand	0.43 C.Y. x 567	= 243.81	@ 2.45	597.00
Rock	0.81 C.Y. x 567	= 459.27	@ 2.25	1,033.36
Form Lumber	5625 F. B. M.		@ 20.00	112.50
Stakes for forms, etc.				20.00
LABOR				
Superintendance				150.00
Laying Pipe Line & Removing	8 men 6 days			158.40
Sub grading				
2 teams & drivers	4 days			40.80
4 Subgraders	4 "			52.80
1 Rollerman	4 "			15.60
Setting Forms (& Removing)	4 men 4 days			96.00
Mixing, Spreading & Finishing				
Mixer Man	4 days			24.00
4 Spreaders	4 days			52.80
2 Rodders	4 days			31.20
3 Finishers	4 Days			72.00
Covering & Curing				
200 C.Y. Earth (Ponding Material)			@ 0.50	100.00
Flooding, 20 days labor				66.00
Rental (Includes Gas & Oil)				
Roller	4 days		@ $12.00	48.00
Concrete Mixer	4 "		@ 25.00	100.00
4900 feet 2" pipe line			A 3¢	147.00
Small tools, etc.				120.00
Burlap for covering				50.00
Water, 50,000 Cu. Ft.				50.00
Pickup truck	6 days		@ 8.00	48.00
Cartage on Pipe				30.00
Freight haul on Finishing Machine				172.50
Rental on Finishing Machine	4 days		@ $20.00	80.00
Total				$6,105.29

Construction Cost per Sq. Yd.	$2.18
Plus Contractor's Profit 15%	.33
Estimated Cost per Sq. Yd.	$2.51

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 4, 1933

RECEIVED
AUG 7 - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
StateHighway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon National Recovery Highway Project NRH 26-B, Klamath Falls-Terminal City section of The Dalles-California Highway, 0.236 miles of concrete pavement, have today been recommended for approval. This is your authority for proceeding with advertising.

Special clauses, mentioned in our letter of August 2, 1933, should be included in the advertisement for bids. Also we would like to have for each project four copies of mimeographed Notice to Contractors, which should likewise contain the three clauses mentioned.

As no Federal funds will be paid on this project until or unless the agreement is executed, it is essential that all documents be forwarded without delay. This is particularly true of bid tabulations and agreement estimates. As we have been instructed to submit these documents immediately after the letting, we are requesting that they be forwarded so as to reach this office not more than three days after the letting.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

July 31, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany specifications and two sets of special provisions for paving work on the Terminal City-Klamath Falls Section, Project No. NRH-26-B. Five blueprints, copies of sheets No. 2 and 2-A of the plans are being sent under separate cover.

Your attention is called to a slight change in lengths for Type I and Type II Roadway. The plans which you now have show a change in types at Sta. 60+00 and Sta. 104+60. As actually constructed, these changes are at Sta. 60+06 and Sta. 104+62.6.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Asst. Office Engineer

JWN:ER

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-66-B.

TERMINAL CITY-KLAMATH FALLS SECTION OF
THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany paving specifications. Not as basis for project agreement)

Salem, Oregon, July 31, 1935.

Portland Cement Concrete Pavement (Sta. 22+50 to 25+50) (60+05 to 65+00) (71+50 to 76+00):

2,800	sq. yds.	Portland Cement Concrete Pavement	$ 2.50	$ 7,000.00
300	lin. ft.	Expansion Joints	0.25	75.00
1,400	lin. ft.	Contraction Joints	0.05	70.00
210	only	Dowels	0.30	63.00
1,200	lbs.	Tie Bars and Reinforcement	0.06	72.00
450	cu. yds.	Removing & Stockpiling Surfacing Materials	1.00	450.00
300	cu. yds.	Construction of Rock Shoulders	0.50	150.00
				$ 7,880.00
		10% Engr. & Cont.		788.00
		Total......................		$ 8,668.00

Length of Roadwork 0.236 miles
Cost per mile $ 36,728.81

National Recovery Highway Funds Requested $ 8,668.00

FORM 2-61 3763 1000 1-33
COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

26B

DE[illegible]
JUN [illegible] 1933
OREGON
[illegible] COMMIS

June 6, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

NOTED
State Highway Engineer

Dear Sir:

In accordance with your request, I am outlining in this letter my ideas as to the Special Provisions to apply in paving the gaps on the Terminal City-Klamath Falls Section of The Dalles-California Highway.

Station of gaps to be paved:

Station	22+50	to Station	25.+50	=	300 Lin. Ft.
"	60+06	" "	65+00	=	494 " "
"	71+50	" "	76+00	=	450 " "
			Total		1244 " "

Pavement plan should divide up spacing of expansion and contraction joints so that the ones on the end will not be too close. Center joint should be specified so that it will match up with the other pavement.

I would plan on using the surfacing now on the gaps for shoulders on newly completed pavement. Specify that top, or finer rock now on top, be removed and the balance, or course on bottom, be taken out. This rock should be stockpiled until pavement is completed. After pavement is laid the rock stockpiled will be used to make shoulders alongside new pavement. It will probably not require all of this rock as present surfacing is 20 feet wide and eight inches thick while shoulders are only six inches deep and twelve feet in width (6 feet each side). It probably would be best to call for price on materials stockpiled and materials used in shoulders.

Traffic could be detoured via old road during paving operations but in order to hasten curing time I would recommend that quick setting cement be used on this short job.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c

96-B

February 24, 1933

Dunn & Baker
Klamath Falls, Oregon

Gentlemen:

In reply to your letter of February 20th, this will advise that allowance for the extra cement used in paving of the Klamath Falls-Terminal City Section of The Dalles-California Highway will be made in the final estimate.

There has been some delay in the issuance of this final estimate due to failure on the part of the resident engineer to promptly confirm the corrections made at this office, but we expect to be able to forward the voucher within the next few days.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

NN, PRESIDENT J. M. BAKER, SECRETARY

DUNN & BAKER
INCORPORATED
GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

February 20, 1933

State of Oregon
Salem, Oregon

Gentlemen:

During the construction of Contract #1370, Section of The Dalles-California Highway, we furnished extra cement in the amount of 817.7 barrels at a price of $3.03 2/3 per barrel and signed a Price Agreement for settlement on this basis. Kindly advise if this is in line for payment and when we may expect same.

Very truly yours,

DUNN & BAKER

By D.W.Bayless

DWB:LAF

RECEIVED
FEB 21 1933
OREGON
STATE HIGHWAY COMMISSION

#1370

26-B

January 19, 1925

Mr. K. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

Reference is made to your letter of December 15th concerning an extension of time on the Dunn & Baker contract No. 1370 - Terminal City-Klamath Falls Section in Klamath County. You advised that the above contract would overrun the time limit and that you would request the contractors to submit an application for further extension of time.

Please be advised that the completion date of this contract was October 15th and according to our records was not completed until November 7th. Will you please take the matter of an extension of time up with the contractors and forward your recommendation to this office. Their application must be accompanied by the written consent of their surety on the bond furnished in connection with the contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1370

26-B

January 19, 1933

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Dunn & Baker on contract No. 1370 for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County. This payment will be made on or after January 28th, 1933.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1370

OR26-B

C. A. DUNN, PRESIDENT

J. M. BAKER, SECRETARY

DUNN & BAKER
INCORPORATED
GENERAL CONTRACTORS

KLAMATH FALLS, OREGON

December 22, 1932

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

Under date of October 15, 1932, we completed our contract with the State of Oregon for construction of a section of The Dalles- California Highway in Klamath County contract number 1370. However, after the contract was completed the Engineer ordered us to raise head-walls and reconstruct the guard fence.

These items were extra work and ask that you extend our time limit to and including November 8th to cover the additional time required to complete these extra items.

Very truly yours,

DUNN & BAKER

By C A Dunn

FIDELITY AND DEPOSIT CO.OF MD.suretyon the bond of Dunn and Baker on the above contract hereby consents to the extension of time asked for without prejudice to the bond.

CAD: DS

FIDELITY & DEPOSIT CO. OF MD.

Res. Vice Pres.

Approved ______________________

____

[illegible] #1370

RECEIVED
JAN 2[illegible] 1933
OREGON
STATE HIGHWAY COMMISSION

FORM 2-C-1 6206 3M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

26-B.

December 13, 1932

RECEIVED
DEC 15 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. B. Glaisyer

Dear SirL

Reference is made to your letter of December 6 relative to the extensions of time on the following contracts:

No. 1370, Dunn & Baker, Terminal City-Klamath Falls Section.

No. 1407, Griffiths & Hollenbeck, Horse Ridge-Millican Section.

Contract No. 1407 was completed on November 30, which was the date specified for completion. The final estimate has been sent to Salem.

Contract No. 1370 ran over a few days due to some force account work and I have asked Dunn & Baker to apply for an extension of time, which will be sent to you as soon as received.

Yours very truly

K D Lytle

K. D. Lytle
Division Engineer

kdl/c

Noted
be Sent

Form 39—2682—2M—1-32.

RECEIVED
NOV 14 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Nov. 6, 1932

Job name Terminal City-Klamath Falls, Sec.

Week from 10-30 to 11-5

Mail address 1320 Sargent Ave., until 11-8
Thereafter at Ft. Klamath, Ore

Highway Dallas-California 21 B

Telegraph or telephone address same

County Klamath

Job prefix 18PN2

Express and freight address same

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Construction of two items on extra orders have been completed, these being construction of guard fence at north end of project and raising headwalls.

Computation of volumes on the job has been completed and subject to final checking over.

RECEIVED
NOV 14 1932
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

(See back of this sheet for instructions and detailed information)

Signed

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 1.72

Miles paving completed 1.72

Total square yards in project 20437

Square yards completed to date 20437

Average daily square yards this week ....

Miles shoulders completed both sides 1.72

Contractor's average force for week 4 *men,*

0 *teams,* 0.5 *trucks*

Job will be completed about completed

Number of men in Engineering Party 1 on this work.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* 10

2. Klamath Falls-Ft.Klamath Lo[illegible] *Percentage* 90

3. .... *Percentage* ....

4. .... *Percentage* ....

#1296

BR 26B

October 13, 1932

Mr. William C. White,
Attorney and Counselor,
1200 D. S. Morgan Building,
Buffalo, N. Y.

Dear Sir:

Receipt is acknowledged of your letter of October 6, regarding the contract that was awarded to Louis I. De Witt.

This contract, which is known as State Highway Contract No. 1296 — grading of Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, was completed on August 31, 1931.

Final payment, in the sum of $889.00, was made on November 25, 1931 to Columbia Casualty Company, to whom the payment was assigned.

The surety bond was written by Columbia Casualty Company. Mr. W. E. Taylor, American Bank Building, Portland, Oregon, is its resident agent.

Chapter 280, Oregon Laws, 1931 (a mimeographed copy of which is enclosed) provides for the filing of claims against the surety bond furnished to the State by the contractor. You will note, however, that claims of such a nature must be filed prior to the expiration of six months immediately following the completion of the contract.

We shall be glad to furnish you with a certified copy of the contract and bond, if desired, upon the receipt of an affidavit as required by law.

Very truly yours,

AJ

Secretary

Oct, 10, 1932

H. B. G.

Louis I. De Witt - Contract No. 1296 - Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, 2.08 Miles of Grading -

Was Completed August 31, 1931 - Final payment in the sum of $889.09 was assigned to the Columbia Casualty Company on Nov, 25, 1931.

Surety was Columbia Casualty Company, W. E/ Taylor, Agent, American Bank Bldg., Portland, Oregon.

#1296
Klamath Co

WILLIAM C. WHITE
ATTORNEY & COUNSELOR
1200 D.S. MORGAN BUILDING
BUFFALO, N.Y.

October 6th, 1932.

State Highway Department,
Salem, Oregon.

Gentlemen:

In the summer of 1931, Louis DeWitt entered into a contract with the State of Oregon to build a highway in or near Klamath Falls and I loaned him a considerable sum of money to enable him to meet his payrolls and to buy materials for its construction.

Will you kindly let me know if the road has been completed and final payment made by the state? If so, kindly state to whom the payment was made and the amount thereof. Also please let me know the name of his bonding company and whether I have any recourse against it under the terms of the bond.

Thanking you, I beg to remain,

Yours very truly,

William C. White

WCW:C

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE
REFER TO FILE No. Ore. F.A.P. No. 26-B

Sept. 20, 1932.

RECEIVED
SEP 21 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Canfield
L. C. Canfield
Highway Engineer

Encl.

Ap. 9925

Oregon Federal Aid Project No. 26, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on June 20, 1931, by the State Highway Commission of Oregon, and on July 1, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 26, Section B; and

WHEREAS, the plans and specifications previously approved for said Section B provided for the construction of 2.027 miles of road, without surfacing, in Klamath County, for which the estimate of cost approved was $35,305.93, and $17,652.96 Federal funds were set aside to the credit of said Section B; and

WHEREAS, the construction of said Section B in accordance with the plans and specifications previously approved therefor has been completed, finally inspected, and accepted, at a total cost of $32,458.60, and voucher in the sum of $16,132.41 has been passed for payment as the share of the Federal Government on said Section B; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section B and a revision of the plans, specifications and estimate approved therefor to provide for betterments in grade, and to provide for the construction of concrete pavement on portions of the project aggregating 1.707 miles in length, and the construction of crushed rock surfacing on portions of the project aggregating 0.320 of a mile in length, at an estimated cost of $59,978.05; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from the previous actual cost of $32,458.60 to $92,436.65, and that the Federal funds approved and set aside to the credit of said Section B be increased from the previous actual payment of $16,132.41 to $36,707.95;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of thirty-six thousand, seven hundred seven and 95/100 dollars ($36,707.95) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

"(b) By the State, in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Article II shall read:

"Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:

Between survey station 0+30 at the north city limits of Klamath Falls at the intersection of First Street and Vanness Avenue, and survey station 109+00 in the N.W.¼ of Sec. 18, T.38 S., R.9 E., W.M. (excepting therefrom the bridge across the Southern Pacific Railroad Tracks between stations 14+68.64 and 16+33.64), terminal points, a distance of 2.027 miles, known locally as the Klamath Falls-Terminal City Section of The Dalles-California Highway, between Klamath Falls and Fort Klamath, Klamath County, being Oregon Federal Aid Project No. 26, Section B."

Paragraph (d) of Article III shall read:

"(d) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement it will apply an oil treatment to the road surface on those portions of said project for which crushed rock surfacing is provided under this agreement, 0.320 of a mile in aggregate length, and when the roadway on said portions has reached ultimate subsidence, it will use every means at its command to place, or to have placed thereon, a pavement equal in all respects to the pavement constructed on the balance of the project."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of thirty-six thousand, seven hundred seven and 95/100 dollars ($36,707.95), certified to the Secretary

> of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-two thousand, four hundred thirty-six and 65/100 dollars ($92,436.65), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 12th day of August, 1932, and the Secretary of Agriculture on the 7th day of September, 1932.

OREGON STATE HIGHWAY COMMISSION

By Leslie Scott
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By E. J. Washburn
Member, State Highway Commission

CMS R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project No. 26, Section B.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 26, Section B, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 92,436.65 in lieu of the previous actual payment of $16,132.41 as the total estimated cost of said project, and the sum of $ 36,707.95/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 7th day of September one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

September 19, 1933

Mr. R. B. Gould
Resident Highway Engineer
Ft. Klamath, Oregon

Dear Sir:

On the day that work is started on the David W. Johnson & W. D. Miller Contract for paving gaps on the Terminal City-Klamath Falls Section of The Dalles-California Highway, you will please wire W. H. Lynch, District Engineer, U. S. Bureau of Public Roads at Portland, advising him of the commencement of the work. In your wire, the project should be referred to as Contract Fifteen Hundred Three, National Recovery Highway Project Twenty-six "B".

Work on the project will be considered to have started on the day that camp erection or any other work of a manual nature is commenced at the site of the project. The date of commencement of work, as later shown on the monthly and final estimates, must be the same as that used in your notice to Mr. Lynch.

A confirmation copy of your wire to Mr. Lynch should be sent to the Salem Office by mail.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:MK

cc Mr. K. D. Lytle

FORM 2-C-1 4062 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

26 B

July 25, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

This is to advise that Dunn and Baker have started work on the fill settlement at Klamath Falls.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
JUL 25 1932
OREGON
STATE HIGHWAY COMMISSION

July 23, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The estimate dated July 14, 1932, is being recommended as the basis of agreement for Oregon F.A.P. 26-B, Terminal City-Klamath Falls section of The Dalles-California Highway.

This project begins, according to the executed agreement, at Sta. 0+30, which station is also shown as the beginning in the estimate just mentioned. From the revised section sheet, however, it would appear that the pavement is to begin at Sta. 0-30. It would accordingly appear that any quantities which are placed between Sta. 0-30 and Sta. 0+30 should be excluded from Federal Aid vouchers. This can be done as vouchers are submitted, even though the estimate above mentioned contains all the quantities included in the contract.

Very truly yours,

W. H. LYNCH
District Engineer

By Caufield
L. J. Caufield
Highway Engineer

July 16, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Terminal City-Klamath Falls Section, Project No. 26-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 26-B (Reey.)

TERMINAL CITY-KLAMATH FALLS SECTION
OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, July 14, 1936

STATEMENT OF COMPLETED WORK

Roadway:

Final Estimate	$ 29,331.66
Engineering and Contingencies	3,126.94
Total Cost.........	$ 32,458.60
Cost on which Federal Aid was computed	$ 32,264.82
Federal Aid Paid	$ 16,132.41
Emergency Advance Funds Paid	$ 16,132.41
Length of Roadway (revised)	2.027 miles
" " Klamath Falls Overcrossing 165 ft.(Revised)	.031 "
Total length	2.058 "
Cost per mile	$ 16,013.12
Federal Aid Paid per mile	$ 7,958.76

NEW WORK - ROADWAY

Type I Roadway, - Portland Cement Concrete Pavement; (Sta. 0/50 to 14/45.64; 16/33.64 to 22/50; 25/50 to 60/00; 65/00 to 71/50; 76/00 to 104/60)

25,000	cu. yds.	Compacting Existing Embankments	$0.04	$ 1,000.00
9,700	" "	Excavation, Single Classification	0.40	3,880.00
19,500	yd. sta.	Overhaul	0.02	390.00
1,600	yd. mi.	Truck Haul	0.15	240.00
70	lin. ft.	18" Concrete Pipe	2.00	140.00
60	" "	Lowering " "	0.80	48.00
20,400	sq. yds.	Portland Cement Concrete Pavement	1.95	39,780.00
1,500	lin. ft.	Expansion Joints	0.17	255.00
10,300	" "	Contraction Joi	0.03	309.00
1,000	only	Dowels	0.20	200.00
8,700	lbs.	Tie Bars and Rei	0.055	478.50
800	cu. yds.	Top Course Rock	1.80	1,440.00
1,600	" "	Base " "	1.80	2,880.00
300	" "	Filler	0.30	90.00
300	" "	Filler Haul	0.15	45.00
				$ 51,175.50
		10% Engr. & Cont. - - - - - - - - -		5,117.55
		Total - - - - -		$ 56,293.05

Net length, Type I Roadway 1.707 miles
Cost per mile, new work $32,977.76

Type II Roadway, Crushed Rock Surfacing:
(Sta. 22/50 to 25/50; 60/00 to 65/00; 71/50 to 76/00; 104/80; 109/00)

25,000	cu. yds.	Compacting Existing Embankment	$0.04	$ 1,000.00
300	" "	Excavation, Single Classification	0.40	120.00
500	yd. sta.	Overhaul	0.02	10.00
100	yd. mi.	Truck Haul	0.15	15.00
300	cu. yds.	Top Course Rock Surfacing	1.80	540.00
900	" "	Base " " "	1.80	1,620.00
100	" "	Filler	0.30	30.00
100	yd. mi.	Filler Haul	0.15	15.00
				$ 3,350.00
		10% Engr. & Cont. - - - - - - - - -		335.00
		Total - - - - -		3,685.00

Length of Type II Roadway .320 miles
" " Klamath Falls Over-Crossing (P.R. 86-D) .031 "
Total length .351 "

Cost per mile $ 11,515.63

FEDERAL AID ALLOWABLE ON NEW WORK

Federal Aid per mile allowable -

$18,669.00 - $7,958.76 = $10,710.24.

Total Federal Aid Allowable -

Type I Roadway - 1.707 miles at $10,710.24 = $18,282.37

Type II " - .320 " at $10,710.24 = $ 3,427.27

SUMMARY

Item	Total Cost	Federal Aid Funds		Emergency Advance Funds	State Funds
Type I Roadway - 1.707 miles					
New Work	$56,293.05	$16,282.37		$ - -	$38,010.68
Old Work	27,334.40	15,585.61		15,585.61	163.18
	$83,627.45	$31,867.98		$15,585.61	$58,173.86
Type II Roadway - 0.389 miles					
New Work	$ 5,685.00	$ 2,293.17	(62.22%)	$ --	$ 1,361.85
Old Work	3,124.20	2,546.80		2,546.80	60.60
	$ 8,809.20	$ 4,839.97		$ 2,546.80	$ 1,422.45
Totals (all work)	$92,436.65	$36,707.95		$18,132.41	$59,596.31

State Funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State Funds for Maintenance: Chapter 41, Laws 1927.

Form 30—2682—2M—1-32.

RECEIVED
JUL 13 1932
OREGON
STATE HIGHWAY COMMISSION

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 10 1932., 193

Job name Terminal City - Klamath Falls Paving

Week from July 3 *to* July9

Mail address 1320 Sargent Ave.
Klamath Falls, Ore

Highway Dalles - Califorina 21 B

Telegraph or telephone address do

County Klamath *Job prefix* 18 ~~PN~~ 2

Express and freight address do

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

No work has been undertaken by contractor to date with exception only of about 20 % of the laying of pipe line for fill settlement.

Staking out of excavations on grade revisions will begin on Monday July 11.

The contractor proposes to work four shifts of six hours each on the fill settlement work

RECEIVED
JUL 13 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed Robert B. [illegible]

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be sub[illegible]d by all Locating Resident and other Field Engineers. Separat[illegible]rts must be submitted for each job, and no single report shall [illegible]ore than one job.

Reports shall be mailed by not late[illegible] Sunday night. The original copy shall be mailed direct to [illegible] Salem office, and the duplicate direct to the Division Engine[illegible] The triplicate copy shall be retained in the Field Engineer's fil[illegible]

DO NOT include in weekly reports [illegible]ers requiring action by, or the special attention of, Division Engineer[illegible] others, unless these matters are also taken up by a letter addr[illegible]d to the attention of the party interested. Requisition for supplie[illegible] calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project 1.72

Miles paving completed 0.

Total square yards in project 20,400

Square yards completed to date 0

Average daily square yards this week ....

Miles shoulders completed both sides 0

Contractor's average force for week 2 *men,*

0 *teams,* 0.5 *trucks*

Job will be completed about Sept. 15

Number of men in Engineering Party Party on location work north of Modoc Point.

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

26 B

July 7, 1938

Dunn & Baker,
Box 451,
Klamath Falls, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the paving of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

June 17, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying paving specifications, and five bid proposals for the Terminal City-Klamath Falls Section, Project No. 26-B. Five blueprint copies of Sheet 2-A of the plans are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 26-B (Reop.)

[illegible] [illegible]-KLAMATH FALLS SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate accompanying paving specifications. Not as basis for modified agreement.)

Salem, Oregon, June 17, 1938.

STATEMENT OF COMPLETED WORK

Roadway:

Final Estimate	$ 29,331.66
Engineering and Contingencies	3,126.94
Total Cost........	$ 32,458.60
Cost on which Federal Aid was computed	$ 32,264.82
Federal Aid Paid	$ 16,132.41
Emergency Advance Funds Paid	$ 16,132.41
Length of Roadway (revised)	2.027 miles
" " Klamath Falls Overcrossing 165 ft.(Revised)	.031 "
Total length	2.058 "
Cost per mile	$ 16,013.12
Federal Aid Paid per mile	$ 7,958.76

Ⓐ

NEW WORK - ROADWAY

Type I Roadway, - Portland Cement Concrete Pavements (Sta. 0+50 to 14+68.64; 16+33.64 to 23+50; 25+50 to 60+00; 65+00 to 71+50; 76+00 to 104+60)

25,000	cu. yds.	Compacting Existing Embankments	$0.04	$ 1,000.00
[illegible]700	" "	Excavation, Single Classification	0.25	2,425.00
19,500	yd. sta.	Overhaul	0.02	390.00
1,600	yd. mi.	Truck Haul	0.15	240.00
70	lin. ft.	18" Concrete Pipe	1.00	70.00
60	" "	Lowering 18" Concrete Pipe	0.50	30.00
20,400	sq. yds.	Portland Cement Concrete Pavement	1.60	32,640.00
1,500	lin. ft.	Expansion Joints	0.20	300.00
10,300	" "	Contraction Joints	0.05	515.00
1,000	only	Dowel Bars	0.20	200.00
8,700	lbs.	Tie bars and Reinforcement	0.05	435.00
800	cu. yds.	Top Course Rock Shoulders	1.50	1,200.00
1,600	" "	Base " " "	1.50	2,400.00
300	" "	Filler	0.25	75.00
300	" "	Filler Haul	0.15	45.00
				$ 41,965.00
		10% Engr. & Cont.- - - - - - -		4,196.50
		Total- - - -		$ 46,161.50

Net length, Type I Roadway 1.707 miles
Cost per mile, new work $27,042.47

Type II Roadway, Crushed Rock Surfacing
(Sta. 22+50 to 25+50; 60+00 to 65+00; 71+50 to 76+00; 104+60 to 109+00)

25,000	cu. yds.	Compacting Existing Embankments	$0.04	$ 1,000.00
300	" "	Excavation, Single Classification	0.25	75.00
500	yd. sta.	Overhaul	0.02	10.00
100	yd. mi.	Truck Haul	0.15	15.00
300	cu. yds.	Top Course Rock Surfacing	1.50	450.00
900	" "	Base " " "	1.50	1,350.00
100	" "	Filler	0.25	25.00
100	yd. mi.	Filler Haul	0.15	15.00
				$ 2,940.00
		10% Engr. & Cont.- - - - - - -		294.00
		Total- - -		$ 3,234.00

Length of Type II Roadway .320 miles
" " Klamath Falls Overcrossing (P. R. 26-B) .031 "
Total length .351 "

Cost per mile $ 10,106.25

FEDERAL AID ALLOWABLE ON NEW WORK

Federal Aid per mile allowable -

$18,669.00 - $7,958.76 = $10,710.24.

Total Federal Aid Allowable -

Type I Roadway - 1.707 miles at $10,710.24 = $18,282.37

Type II " - .320 " at $10,710.24 = $ 3,427.27

SUMMARY

Item	Total Cost	Federal Aid Funds		Emergency Advance Funds	State Funds
Type I Roadway - 1.707 miles					
New Work	$46,161.50	$18,282.37		$ --	$27,879.13
Old Work	27,334.40	13,585.61		13,585.61	163.18
	$73,495.90	$31,867.98		$ 13,585.61	$28,042.31
Type II Roadway - 0.320 miles					
New Work	$ 3,234.00	$ 2,012.51	(62.23%)	$ --	$ 1,221.49
Old Work	5,124.20	2,546.80		2,546.80	30.60
	$ 8,358.20	$ 4,559.31		$ 2,546.80	$ 1,252.09
Totals (all work)	$81,854.10	$36,427.29		$ 16,132.41	$29,294.40

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

0R26B

RECEIVED
JUN 17 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

June 16, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. H. G. Smith

Dear Sir:

Herewith please find my estimate on the Terminal City-Klamath Falls Section of The Dalles-California Highway.

In case you wish to check these prices, I am quoting below the lowest prices on materials we got at Klamath Falls:

Crushed Rock	$1.50	per c.y.
Sand	2.10	" "
Cement	2.65	" bbl.

Yours very truly

K. D. Lytle
Division Engineer

cc to RH Bald

kdl/c

Division Engineer's Estimate

Paving

Terminal City-Klamath Falls Section

The Dalles-California Highway

Compacting Existing Embankments	50,000	c.y. @	0.15	$7500.00
Excavation, Single Classification	10,000	c.y. @	.30	3000.00
Overhaul	20,000	sta.yd.@	.02	400.00
Truck Haul	1,700	c.y.mi.@	.15	255.00
18" Concrete Pipe	70	lin.ft.@	2.25	157.50
Lowering 18" Concrete Pipe	60	lin.ft.@	.70	42.00
Portland Cement Con. Pavement	20,400	sq. yds.@	1.95	29780.00
Expansion Joints	1,500	lin. ft.	.12	180.00
Contraction Joints	10,300	lin.ft.	.05	515.00
Dowel Bars	1,000	only	.20	200.00
Tie Bars and Reinforcement	8,700	lbs.	.05	435.00
Top Course Rock Surfacing	300	c.y.	2.20	660.00
Base Course Rock Surfacing	900	c.y.	2.20	1980.00
Top Course Rock Shoulders	800	c.y.	2.20	1760.00
Base Course Rock Shoulders	1,600	c.y.	2.20	3520.00
Filler	400	c.y.	.25	100.00
Filler Haul	400	c.y.	.12	48.00
				$60, 532.50
Engineering & Contingencies				6, 053.25
				$66, 585.75

RECEIVED
JUN 17 1932
OREGON

LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE

OREGON STATE [illegible] COMMISSION

PR 26 B

April 30, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir: Attention: Mr. F. O. Widdows

We thank you for your letter of April 28th, calling to our attention the matter of duplicate assignment of projects to the Prefix 18 FH-1. Our letter to you, under date of April 27th, advising of the assignment of a prefix for the paving of the Terminal City-Klamath Falls Section, should have designated Prefix 18 FH-2 for this project. Prefix 18 FH-1 will cover the contract No. 1329 for the construction of the Southern Pacific Overcrossing north of Klamath Falls.

Charges, therefore, for preliminary engineering in connection with the Terminal City-Klamath Falls paving work should be charged against 18 FH-2.

The Federal Aid project number for the paving will be 26-B and the Federal Aid project number for the overcrossing will be 26-D.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons:ER.

PORTLAND
PENDLETON
J. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

April 28, 1932

IN REPLY PLEASE
REFER TO FILE NO.

RECEIVED
APR 29 1932
OREGON

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

We received your letter of April 27 assigning prefix 18 PN-1 to the paving of the Terminal City-Klamath Falls Section of The Dalles-California Highway.

On the list of prefixes assigned to contracts awarded January 1, 1932 to April 7, 1932, this same prefix number is shown as S.P. Overcrossing north of Klamath Falls, tho the Federal Aid number is different.

Will you please advise if prefix 18 PN-1 is to cover the overcrossing, paving and preliminary engineering?

Yours very truly

18 PN-2

K. D. Lytle
Division Engineer

WOW/c

By W. O. Widdows
W. O. Widdows

PR 26-B

OREGON STATE HIGHWAY COMMISSION
SALEM

April 27, 1932.

Mr. K. D. Lytle,
Highway Division Engineer,
Bend, Oregon.

Dear Sir:

In accordance with the request in your letter of April 25th, we have assigned Prefix 18 PM-1 to the paving of the Terminal City-Klamath Falls Section of The Dalles-California Highway. This will be Federal Aid Project 26-B. Preliminary engineering expense may be charged to this prefix.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by L. E. Parsons/EB.

cc O. C. Seeley,
Klamath Falls, Oregon.

PORTLAND
NG, SALEM
NLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~

Bend, Oregon.
April 25, 1932

RECEIVED
IN REPLY PLEASE
REFER TO FILE NO.
APR 27 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. S. H. Probert,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We have spent some money on our investigation covering the laying of a concrete pavement in the Klamath Falls-Terminal City Section of The Dalles-California Highway and would request that you assign a job prefix to cover this expenditure.

Please send a copy of your reply to this letter to Mr. Seeley.

Yours very truly,

KDLytle
K. D. Lytle,
Division Engineer.

KDL:E
cc to Mr. C. C. Seeley.

Assign F.A Prefix for Paving

FORM S-A-1 721 5M 9-31
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

PR 26B

February 16, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Unclaimed

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by E. E. Boon against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

The amount of the claim is $10.22 and is for labor performed.

This notice is given you as you appear as surety on the bond of the contractor.

Very trulyyours,

STATE HIGHWAY COMMISSION

By H B Glaisyer
Secretary

AJ

cc Louis I. DeWitt ✓

Rt. #3, Box 179,

Bend, Oregon,

Feb. 10-1932.

Mr. Hal Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

"Notice hereby is given that the undersigned, H. E. Boon has a claim for truck-hire in the sum of Ten and 22/100 Dollars, ($10.22) against the bond taken from The Columbia Casulaty Company of Portland, Oregon by Louis I. DeWitt, Contractor for the work of hauling dirt and other materials for the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway Contract #1296."

Very truly yours,

H. E. BOON

Endorsed: File No. 2006
Filed February 13, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by H. E. Boon for truck-hire furnished in the sum of $10.22 against the bond taken from Louis I. DeWitt, principal, and The Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway contract No. 1296, with the original notice filed in the office of the Secretary of State on February 13, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of February, A. D. 1932.

Hal E. Hoss

Secretary of State

#1296

PR26B

February 16, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of the 15th instant, enclosing certified copies of notice of claim filed by E. E. Ross against the bond furnished by Louis I. DeWitt in connection with the contract that was awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

Copies of said notice are being sent today to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

February 16, 1922

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed with the Secretary of State by H. E. Boem against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

The amount of the claim is $10.22 and is for labor performed.

This notice is given you as you appear as surety on the bond of the contractor.

Very trulyyours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Louis I. DeWitt

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
FEB 16 1932
OREGON
STATE HIGHWAY COMMISSION

February 13, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim for truck-hire furnished in the sum of $10.22 against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway Contract No. 1296.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss
Secretary of State.

IM

Rt. #3, Box 179,

Bend, Oregon,

Feb. 10-1932.

Mr. Hal Hoss,

Secretary of State,

Salem, Oregon.

Dear Sir:

"Notice hereby is given that the undersigned, H. E. Boon has a claim for truck-hire in the sum of Ten and 22/100 Dollars, ($10.22) against the bond taken from The Columbia Casulaty Company of Portland, Oregon by Louis I. DeWitt, Contractor for the work of hauling dirt and other materials for the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway Contract #1296."

Very truly yours,

H. E. BOON

Endorsed: File No. 2006
Filed February 18, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by H. E. Boon for truck-hire furnished in the sum of $10.22 against the bond taken from Louis I. DeWitt, principal, and The Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway contract No. 1296, with the original notice filed in the office of the Secretary of State on February 13, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of February, A. D. 1932.

Hal E Hoss

Secretary of State

#1296
Klamath Co
PR 26B

February 13, 1932

The California Oregon Power Company,
Klamath Falls,
Oregon.

Attention of Mr. K. E. Hutchinson,
Division Accountant

Gentlemen:

Reply is made to your letter of the 8th inst., concerning your claim against Louis I. De Witt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296.

Our records show that this project was completed on August 31, 1931, and that final settlement has been made with the contractor for work performed; we, therefore, have no monies on hand which are due and payable to Mr. De Witt. However it is our opinion that you have recourse to action against Mr. De Witt and the Columbia Casualty Company, which appears as surety on the bond that Mr. De Witt furnished to the State to guarantee satisfactory completion of the project and payment of the claims incurred against it.

I am attaching hereto a certified copy of the contract and bond in question and refer you to the clause on page 5 of the general provisions relating to "Responsibility of Contractor for Damage to Railway and Like Properties".

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HDG:AJ

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

KLAMATH FALLS, OREGON

February 8, 1932

RECEIVED
FEB 9 1932
OREGON

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

In June 1931 Mr. L. DeWitt damaged our line by blasting while grading the terminal section of the Dalles California Highway. This grading was being done for the State Highway Commission under contract #1296.

Since Mr. DeWitt would not pay for these damages, we attempted to collect from the Columbia Casualty Company who we understand bonded him on this job. They refuse to pay on the grounds that their bond does not cover damages by blasting.

Your local representative, Mr. Seeley, is of the opinion that you might be able to advise us as to just what the bond covered, and whether it would be possible for us to collect from the Columbia Casualty Company.

Yours very truly,

THE CALIFORNIA OREGON POWER COMPANY

Hutchinson
Division Accountant.

JRH:MR

FORM S-A-1 721 5M 9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM

PR 2673

February 9, 1932

Returned Unclaimed sent to K. F's and Fresno

IN REPLY PLEASE REFER TO FILE NO.

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We attach hereto copy of notice of claim received today from H. E. Beem against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

This is for your information as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By HBGlaisyer
Secretary

AJ

cc Louis I. DeWitt ✓

C
O
P
Y

Rt. #3, Box 179,
Bend, Oregon
Feb. 1, 1932

TO OREGON STATE HIGHWAY COMMISSION:

Notice hereby is given that the undersigned, H. E. Boon, has a claim for truckhire in the sum of Ten and 22/100 Dollars ($10.22) against the bond taken from The Columbia Casualty Company of Portland, Oregon, by Louis I. De Witt, Contractor, for the work of hauling dirt and other materials for the grading of the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway Contract #1296.

H. E. BOON

#1246

PR26B

February 9, 1932

Mr. H. E. Boon,
Route 3, Box 179,
Bend, Oregon.

Dear Sir:

We have received your notice of claim, dated February 1, against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, said claim being in the sum of $10.22 for work performed. This notice is being placed on file for future reference.

We presume that you have filed a similar notice with the Secretary of State, as provided in Chapter 280 of the Oregon Laws for 1931, a mimeographed copy of which is attached for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 9, 1932

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We attach hereto copy of notice of claim received today from H. E. Boom against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

This is for your information as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Louis I. DeWitt

RECEIVED
FEB 9 1932
OREGON
STATE HIGHWAY COMMISSION

Rt. #3, Box 179,
Bend, Oregon,
Feb. 1-1932.

"TO OREGON STATE HIGHWAY COMMISSION:

"Notice hereby is given that the undersigned, H. E. Boon, has a claim for truckhire in the sum of Ten and 22/100 DOLLARS. ($10.22) against the bond taken from The Columbia Casualty Company of Portland, Oregon, by Louis I De Witt, Contractor, for the work of hauling dirt and other materials for the grading of the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, State Highway Contract #1296."

H. E. Boon.

---

pR 26B

PORTLAND, OREGON

February [illegible]

ter of February
e form of bond
ualty Company
was awarded by
e L. DeWitt.

ified copy of the
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rved an affidavit
ovisions of the
ied copy, we would
ffidavit at your
g you the certified
hought that you are

uly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

PR 26B

February 6, 1932

Carey, Hart, Spencer & McCulloch,
Attorneys at Law,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are in receipt of your letter of February 5, in which you request a copy of the form of bond that was executed by the Columbia Casualty Company in connection with the contract that was awarded by the State Highway Commission to Louis I. DeWitt.

Enclosed you will find a certified copy of the contract and bond of Louis I. DeWitt, which will give you the desired information.

As it is necessary for us to have an affidavit on record, in accordance with the provisions of the statutes, before furnishing a certified copy, we would ask that you send us this required affidavit at your earliest convenience. We are sending you the certified copy of contract and bond as it is thought that you are in a hurry for same.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

REY, HART, SPENCER AND McCULLOCH
(CAREY AND KERR)
LAW OFFICES
1410 YEON BUILDING

CAREY
COUNSEL

CHARLES A. HART
OMAR C. SPENCER
CHARLES E. McCULLOCH
FLETCHER ROCKWOOD
IVAN F. PHIPPS
DAVID L. DAVIES
PHILIP CHIPMAN

JAMES B. KERR
1907 - 1930

PORTLAND, OREGON

February 5, 1932.

RECEIVED
FEB [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Department,
Salem, Oregon.

Gentlemen:

We shall appreciate it if you will forward to us a copy of the form of bond which was executed by the Columbia Casualty Company in connection with the road contract of Louis I. DeWitt.

Yours very truly,

Carey, Hart, Spencer & McCulloch

DLD:MG

#1296
Klamath Co

PP 26 B

January 22, 1932

Mr. T. J. Evans,
553 Market St.,
Klamath Falls, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 21st inst., with further reference to your claim of $3.50 against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

I regret very much that you have been unable as yet to obtain a satisfactory settlement of your claim. The Highway Commission has no further monies due or payable to Mr. DeWitt in connection with this work and, in any event, is without authority to pay claims of this kind incurred by contractors. The protection that is offered to claimants is the bond furnished by the contractor. In accordance with our usual practice, I notified the bonding company on September 30, 1931 that notice of your claim had been filed in this office, but I did not state that we would pay it as this is not within our jurisdiction.

It is noted that you have directed your inquiry to the bonding company at 315 Montgomery Street, San Francisco. It might also be advantageous to call the matter to the attention of the local agent of this company, who is Mr. W. E. Taylor, American Bank Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Klamath Falls Oregon.
553 Market St. Tel. 1566
Jan. 21st. 1932

Oregon State Highway Engineers Office.
Salem Oregon.
Columbia Casulty Co.
315 Montgomery St.
San Francisco Cal.

RECEIVED
JAN 22 1932
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:-

I wrote both of you under date of Sept 29th. 1931 receiving acknowledgement from State Engineers Office, to effect that the account of De Witt Co. would be taken care of.

A representative of the Columbia Casulty Co. has been in Klamath Falls several times but never has called on me and I did not hear of his being here untill after he had left.

This account has been rendered to De Witt as well as the State Engineers Office and Columbia Casulty Co.

This account is to small to go to litigation over and if not settled will not at no time extend courtises to anyone carrying Columbia Casulty bond.

Yours truly,
T.J.Evans.
TJEvans

#1296

PB-26

January 13, 1932

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of January 12th in which you inclose three copies of the notice of claim filed by Messrs. Day, Hampson & Nelson in behalf of the Standard Oil Company of California for petroleum products furnished in the sum of $1339.14 to Louis I. De Witt in connection with the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

January 13, 1932

Columbia Casualty Company
W. E. Taylor, Agent
American Bank Building
Portland, Oregon

Gentlemen:

We hand to you herewith a notice of the claim of the Standard Oil Company of California against Louis I. De Witt, which claim is for petroleum products furnished in the sum of $1339.14 in connection with the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296.

This information is given you since you appear as surety on the bond furnished by Mr. De Witt in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FM
Inc.

cc Louis I. De Witt
Woodlake, California

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 12, 1952

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Messrs. Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date a notice of claim by Standard Oil Company of California for petroleum products furnished in the sum of $1339.14 against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, Oregon, State Highway Contract No. 1296.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal of the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

TO THE STATE OF OREGON and to

HAL E. HOSS, Secretary of State

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, has a claim for Petroleum products in the sum of One Thousand Three Hundred Thirty Nine and 14/100 Dollars ($1339.14), against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for the work of grading 2.08 miles of the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, Oregon, contract No. 1296.

STANDARD OIL COMPANY OF CALIFORNIA

By A. P. JOHNSON
District Sales Manager
at Medford, Oregon

Endorsed: File No. 1082
Filed January 12, 1932
HAL E. HOSS,
Secretary of State.

PR 26

December 19, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, and six copies of cost analysis for culvert pipe, covering the Middle Unit, Modoc Point-Barkley Springs Section, Project No. 26-C. Five sets of blueprint plans and one set of original cross-sections are being sent, under separate cover. It is our plan to do this work on a force account basis as a winter emergency project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/EB.

encl.

Oregon State Highway Department Project No. 26-C

Middle Unit, Modoc Point-Barkley Springs Section

of The Dalles-California Highway in Klamath County

(Estimate as basis for project agreement. Based on estimated costs of construction by state forces.)

Salem, Oregon, December 19, 1931.

All Required				
	Clearing and Grubbing		est. $	300.00
15,000 cu. yds.	Intermediate Excavation	$ 0.45	"	6,750.00
14,000 cu. yds.	Solid Rock Excavation	0.90	"	12,600.00
36,000 yd. sta.	Overhaul	0.03	"	1,080.00
4,000 yd. mi.	Truck Haul	0.15	"	600.00
100 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	"	100.00
40 "	18" " " " "	1.60	"	64.00
				$ 21,494.00
	10% Engr. & Cont.			2,149.40
				$ 23,643.40

Length of Project 1.298 miles
Cost per mile $18,215.25

State funds available	$8,930.12
Federal Aid requested	14,713.28
	$23,643.40

State funds for construction: Chapter 173, Laws 1917: Chapter 31, Laws 1927.

State funds for maintenance: Chapter 41, Laws 1927.

Middle Unit, Modoc Point-Beckley Springs Section

Project No. 26-8

Analysis of Cost for Pipe Culverts

Item	**12" Corr. Galv. Iron Pipe**	**18" Corr. Galv. Iron Pipe**
Cost F. O. B. Portland	**$ 0.54**	**$ 0.97**
Freight to Modoc Point	**0.08**	**0.16**
Cartage	**0.15**	**0.20**
Installation	**0.20**	**0.25**
Per lin. ft.	**$ 0.97**	**$ 1.58**
(Use)	**$ 1.00**	**$ 1.60**

FORM 2-A-1 404 3M 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

PR 26B

OREGON STATE HIGHWAY COMMISSION
SALEM

Klamath Falls, Oregon

IN REPLY PLEASE REFER TO FILE NO.

December 16, 1931

Mr. Roy A. Klein
State Highway Engr.
Salem, Oregon

Attention: Mr. Skelley

Dear Sir:

In accordance with your request in a letter dated Oct. 29, 1931, concerning data which you wish in connection with the easements on the S.P. right of way required for the Terminal City-Klamath Falls revision, I am mailing to your office on this date the blue print which you sent, with the answers to your queries on the print.

Respectfully,

C. C. Seeley

C. C. Seeley
Res. Maint. Engr.

C C

Mr. Chandler

October 29, 1931.

Mr. C. C. Seeley,
Resident Highway Engineer,
Klamath Falls, Oregon.

Dear Sir:

The agreements between this Department and the S. P. Company for easements on the Terminal City-Klamath Falls Section have been checked in this office and the encroachments have been shown on the 100-foot scale construction map.

We are mailing to you, under separate cover, a blueprint copy of this map on which some queries have been noted, and would be pleased to have you make your notations in regard to them on the same print and return the print to this office at your convenience.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

E. A. Shelley,
Chief Draftsman.

EAS:ER

#1296
Klamath Co

PR 263

December 10, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are pleased to acknowledge receipt of your letter of the ninth instant, in which you enclose three copies of notice filed by Shell Oil Company for materials furnished in the sum of $2,255.05 against the bond furnished by Louis I. De Witt, contractor, in connection with State Highway Contract No. 1296, which is for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

Copies of the notice are today being forwarded to the Columbia Casualty Company, the surety, and the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 10, 1931

Columbia Casualty Company,
W. H. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim, filed with the Secretary of State on December 9, by Shell Oil Company against Louis I. DeWitt for petroleum products furnished him in the sum of $2236.03 in connection with State Highway Contract No. 1296, which is for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

As you appear as the surety on the bond of the contractor, we are giving you this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Louis I. DeWitt
2300 Biehn St.
Klamath falls, Ore.

OSS
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 9, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Shell Oil Company for materials furnished in the sum of $2235.03 against the bond taken from Louis I. DeWitt and Earl Jack, principals, and Columbia Casualty Company, surety, for work on The Dalles-California Highway, contrac t No. 1296.

We are enclosing a copy of this claim for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

S H E L L   O I L   C O M P A N Y

Klamath Falls, Oregon

December 8th, 1931.

Mr. Hal.E. Hoss
Sec. of State
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned Shell Oil Company has a claim for gasoline lubricating oil and grease in the sum of $2235.03 against the bond taken from "Columbia Casuality Company" for the work of "revision of The Dalles-California Highway contract #1296"

The above bill consists of $ 1478.01 charged against the principal contractor "Louis I. DeWitt and $ 757.02 against Earl Jack a sub-contractor.

Sincerely yours,

SHELL OIL COMPANY

H. C. DIXON
Credit Department.

/D

Endorsed: File No. 1058
Filed December 9, 1931
HAL E. HOSS,
Secretary of State.

PR2613

November 27, 1931

Mr. R. L. Whipple,
Lawyer,
Douglas National Bank Bldg.,
Roseburg, Oregon.

Dear Sir:

Acknowledgment is made of your inquiry, dated November 25, regarding the surety on the bond of Louis I. De Witt.

The bond on the contract, which was awarded to Mr. De Witt for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway (State Highway Contract No. 1298) was written by Columbia Casualty Company for whom W. E. Taylor is agent, with offices in the American BankBuilding, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#7296

BLDG.
OREGON

November 25, 1931

RECEIVED
NOV 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise me the name of the bonding company and the address of its Agent in this state which wrote the bond for Louis I De Witt on a contract on the Pelican City Cut Off State Highway, Klamath County last summer.

Thanking you for this information, I am--

Yours very truly,

PHWhipple

With reference to yours of November 12th -

We are enclosing herewith signed final voucher, verified by Griffith R. Williams, General Attorney for tne Columbia Casualty Company, assignee of Louis I. DeWitt.

Yours very truly,

AEWeinberger

AEW:MB
Encl.

RECEIVED
NOV 28 1931
OREGON
STATE HIGHWAY COMMISSION

NOTED [illegible]
CARL F. SMITH
AUDITOR

PR26B

Columbia Casualty Company

Home Office, One Park Avenue, New York

HENRY COLLINS, PRESIDENT

PACIFIC COAST BRANCH
315 MONTGOMERY STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
VICE-PRESIDENT AND MANAGER

GRIFFITH R. WILLIAMS
GENERAL ATTORNEY

FREDERICK B. GRIFFITH
SUPERINTENDENT
CLAIMS DEPARTMENT

November 20, 1931

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Re: 4 C Bond 9 - State of Oregon - L. I. DeWitt

With reference to yours of November 12th -

We are enclosing herewith signed final voucher, verified by Griffith R. Williams, General Attorney for the Columbia Casualty Company, assignee of Louis I. DeWitt.

Yours very truly,
AEWeinberger

AEW:MB
Encl.

RECEIVED
NOV 23 1931
OREGON
[illegible]

[illegible]
CARL F. SMITH
[illegible]

PR26B

November 20, 1931

Mr. Henry E. Perkins,
Attorney at Law,
First National Bank Bldg.,
Klamath Falls, Oregon.

Dear Sir:

We are in receipt of your letter of November 18, in which you state that you desire to locate Louis I. De Witt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296, so that you can serve him with papers in the suit that you are filing against him, and his surety.

We have no information whatever as to the present whereabouts of Mr. De Witt. At the time the contract was awarded, he gave his business address as Woodlake, California, and during the construction of the project we addressed him at 2500 Biehn Street, Klamath Falls, Oregon.

The Pacific Coast Branch of the Columbia Casualty Company, the surety on Mr. De Witt's bond, has been handling his affairs, in connection with the above described bond, and it is possible that it could give you the contractor's present address. We would, therefore, suggest that you communicate with said office, if you have not already done so. The address is 315 Montgomery Street, San Francisco, California.

We regret that we cannot furnish you with the desired information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

November 18, 1931.

Office of State Highway Commission,
Salem, Oregon.

Gentlemen:

Through the summer months one Louis I. DeWitt had a contract for grading what is known as the "Terminal City-Klamath Falls" section of the Dalles-California Highway, which is located just at the north entrance to Klamath Falls. It has become necessary for me to sue Mr. DeWitt and the Columbia Casualty Company. I am unable to locate Louis I. DeWitt, for service of Summons and Complaint, and it occurs to me that you may have information, in your office, through which I can locate this party and secure service upon him. Would you be kind enough to give me such information as you have concerning the whereabouts of this party.

Yours truly,
Henry E. Perkins

HEP:EO

RECEIVED
NOV 19 1931
OREGON
STATE HIGHWAY COMMISSION

#1296
Klamath Co

PR 26 B

November 15, 1931

Spring Street Iron Works,
Klamath Falls, Oregon.

Attention: Mr. L. Males.

Gentlemen:

Receipt is acknowledged of your letter of November 13th in which you inquire regarding final payment to Louis I De Witt in connection with his contract for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

Please be advised that the voucher for the final payment is now out to the above contractor. As soon as this has been returned to us properly signed final payment will be made.

For your information we wish to advise that this final payment has been assigned to the Columbia Casualty Company, who were the surety on the bond which was furnished by Mr. De Witt in connection with this contract.

Very truly yours,
STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

FRANK M. LOOSLEY

Spring Street Iron Works
INCORPORATED
Boilermakers, Ironworkers, Welders, Blacksmiths
Heavy Forgings, Logging Tools

KLAMATH FALLS, OREGON

November 12, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you please advise whether or nor the final payment has been paid on the Louis DeWitt Contract, on the Dalles-California Highway, just north of Klamath Falls? And if payment has not been paid, just when it will be paid? And greatly oblige,

Yours very truly,

SPRING STREET IRON WORKS, INC.

By William L. Wales

WLW/A

RECEIVED
NOV 13 1931

PR263

November 12, 1931.

Columbia Casualty Company
315 Montgomery Street
San Francisco, Cal.

Gentlemen:

I am herewith returning the signed final voucher to Louis I. DeWitt on contract 1296 in the amount of $889.09, for the reason that although the final release form is properly executed, the affidavit on the back of the voucher form has not been taken care of and this is required by law. I would say that if you experience extreme difficulty in securing Mr. DeWitt's signature on this form, that it may be signed by your company as assignee.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

Auditor.

CFS L

Enc.

#1296

Columbia Casualty Company

Home Office, One Park Avenue, New York

HENRY COLLINS, PRESIDENT

PACIFIC COAST BRANCH
315 MONTGOMERY STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
VICE-PRESIDENT AND MANAGER

GRIFFITH R. WILLIAMS
GENERAL ATTORNEY

FREDERICK B. GRIFFITH
SUPERINTENDENT
CLAIMS DEPARTMENT

November 9, 1931

RECEIVED
NOV 11 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem,
Oregon.

Attention Mr. H. B. Glaisyer

Gentlemen:

Re: 4 C Bond 9 - State of Oregon - Louis I.DeWitt

We would like information as to when the final payment on contract #1296 will be made; also, we will appreciate learning what the amount of said payment will be.

Yours very truly,

#1296-
Final amt. $889.09-

AFW:MB

#1296
Klamath Co.

PR26B

November 4, 1931

Mr. J. Pospisil,
517 No. 10th Street,
Klamath Falls, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 31st ult., advising us of your claim against Louis I. DeWitt for labor performed for Mr. DeWitt in connection with the contract awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

The procedure that you have followed, in taking the matter up with the Columbia Casualty Company, surety on the bond furnished by Mr. DeWitt for the protection of claims incurred against the project, is correct. I believe that you should follow up the matter further not only with the San Francisco office of the Columbia Casualty Company, but also with the Portland office, inasmuch as it is my understanding that the Portland office is paying off the claims.

If you do not secure satisfaction from either Mr. DeWitt or the bonding company, then it may be necessary for you to institute suit to recover, in which event you should file notice of your claim with the Secretary of State prior to the expiration of six months from the date of completion of the contract. It might also be advantageous to take the matter up with the Labor Commissioner, Mr. C. H. Gram.

I am enclosing in this letter a copy of Chapter 280 of the Laws of Oregon for 1931 relating to the filing of claims against contractors.

In accordance with our usua[illegible]ractice, we are today informing the contractor and his s[illegible] your claim has been filed.

Very [illegible]

STATE HIG[illegible] COM[illegible]ISSION

By

Secretary

HDG:AJ

November 5, 1931

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of letter and bill received from J. Pospisil of Klamath Falls regarding his claim of $99.30 against Louis I. DeWitt for labor performed in connection with the contract awarded to Mr. DeWitt for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1236.

You appear as surety on the bond furnished by the contractor in connection with the above described project and we are, therefore, transmitting this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Louis I DeWitt
2300 Biehn St
Klamath Falls

Klamath Falls Oregon
October 31-1931

[illegible] 1931

Oregon State Highway Commision,
Salom Oregon,

Gentlemen,

It seems necessary for me to write you Gentlemen and tell you my troubles, which are as follow,

I worked for Louis I DeWitt, on highway that was constructed this summer by him between Klamath Falls and Pelican City, and so far have not recived my pay,

I started to work for him on July 24th and stayed with him to the finish, to August 31st, of this year.

My stetement of time worked is atched showing dates and hours worked.

On about September 11th Mr.A.E.Wineberger a representive of Columbia Casualty Co. was in Klamath Falls and as far as I know settled all claims but mine, claiming he had no record of my claim therefore he couldnot pay me, and promised that on his return to San Francisco he would get in touch with Mr.DeWitt and write me at that time

On September 15th, I recived a letter from him as follows,

> J.Pospisil
> Klamath Falls Ore.
> Dear Sir,
> Re.4-C Bond-Temp-1148-State of Oregon & or William Berry-Louis I DeWitt.
>
> We have succeded in locating Mr.DeWitt today and he promised to be in our office on thursday and your claim will be discuss with him at that time and you shall hear from us at a later date regarding our attitude on the matter.
>
> Very truly yours
> Signed(A,E,Wineberger

After waiting several days I wrote him, on September 22nd, and recived no reply, so I wrote him again onOct.12th and so far have not heard from him, and as I need the money at this time. I decided to write you Gentlemen for advice on the matter,

Advice from you by mail will be greatly apriciated

Thanking you in advence
I remain your truly

J Pospisil
517 No 10TH ST.

ANSWERED
H. B. G.

TEMENT OF WORK DONE

BY J.POSPISIL 517 No.11th Street.

FOR LOUIS I.DE WITT CONSTRUCTION CO.

July	24-1931	....	8½	Hours
"	25- "	....	7	"
"	30- "	....	10½	"
"	31- "	....	6½	"
Aug.	3- "	....	10	"
"	13- "	....	4½	"
"	14- "	....	2½	"
"	20- "	....	1	"
"	21- "	....	8	"
"	22- "	....	4½	"
"	30- "	....	6¾	"
"	31- "	....	5½	"

Total of 75¼ Hours @$1.75 per hour------$131.67

Less Gas & Oil.................................. 32.28

Due me......... 99.39

#1296
Klamath Co
PR 2613

October 31, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of October 30, enclosing copies of notice of claim filed by Calkins & Calkins, Attorneys, for their client Miller-Sanford Tractor Company against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of the The Dalles-California Highway in Klamath County, State Highway Contract #1296.

Copy of the notice is being sent to the contractor, Mr. DeWitt, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

C. N. [illegible]
Deputy Secretary

October 31, 1931

Columbia Casualty Company,
W. E. Taylor, Resident Agent,
American Bank Bldg.,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed on October 30, 1931, in the office of the Secretary of State, by Miller-Sanford Tractor Company against Louis I. DeWitt for rentals on a SIXTY caterpillar tractor and grader used in connection with the work on the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1296. The amount of the claim is $1,160.00.

This is for your information as you appear as surety on Mr. DeWitt's Bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Louis I. DeWitt,
2500 Biehn St.,
Klamath Falls

ary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 30, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Calkins & Calkins, Attorneys, Eugene, Oregon, and filed as of this date a notice of claim by Miller-Sanford Tractor Company for rental of tractor and grader in the sum of $1,160.00 against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296.

We are enclosing a certified copy of this notice for your information and files, togegher with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM
enc.

[illegible] OCT [illegible] 1931 [illegible]

United States of America

STATE OF OREGON

Eugene, Oregon
October 24, 1931

TO: Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned Miller-Sanford Tractor Company, a corporation, has a claim for rentals on a certain SIXTY caterpillar tractor and grader in the sum of One Thousand, One hundred and sixty ($1,160.00) Dollars against the bond taken from Louis I. DeWitt as principal, and the Columbia Casualty Company as surety, for work performed by Louis I. DeWitt as contractor under State Highway contract No. 1296 for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, Oregon, said tractor and grader having been used in the actual prosecution of the performance of the contract by Louis I. DeWitt.

Dated at Eugene, Oregon, October 27th, 1931.

MILLER-SANFORD TRACTOR COMPANY

(SEAL)

BY F. A. MILLER
Secretary

Rent on SIXTY Tractor and Grader

Month of June - two days @	$20.00	$ 40.00
Month of July - twenty-seven days @	20.00	540.00
Month of August - twenty-six days @	20.00	520.00
Month of September - three days @	20.00	60.00
		$1,160.00

STATE OF OREGON
ss
COUNTY OF LANE

On this 27th day of October, 1931, before me appeared F. A. Miller, to me personally known, who being duly sworn did say that he, the said F. A. Miller, is the Secretary of the said within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. A. Miller acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal this the day and year first in this, my certificate, written.

(SEAL)

LENORA L. DILLARD
Notary Public for Oregon
My Commission Expires: Sept. 5, 1933

Endorsed: File No. 1030
Filed October 30, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Miller-Sanford Tractor Company for rental on tractor in the sum of $1,160.00 against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work on the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296, with the original notice filed in the office of the Secretary of State on October 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of October, A. D. 1931.

Hal E Hoss
Secretary of State

By [illegible] Phillips Deputy

#1296
Klamath Co

PR26B

October 29, 1931

Mr. M. E. Boon,
1122 Kingston,
Bend, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 27th instant, in which you advise us that you have a claim in the sum of $25.41 against Louis I. DeWitt, being for services rendered in connection with the contract awarded to Mr. DeWitt for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1296.

In connection with this contract, Mr. DeWitt was required to furnish the State with a surety bond for the protection of labor and material claims and all just dues, debts and demands incurred against the project. This bond was written by the Columbia Casualty Company for whom W. E. Taylor is local agent with offices in the American Bank Building, Portland, Oregon.

It is suggested that you take the matter up with Mr. Taylor since all of the monies owing to Mr. DeWitt have been assigned by him to the surety company. If you secure no satisfaction from the surety company, you still have recourse to action in the courts and should file notice of your claim with the Secretary of State, in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

According to our records this project was completed on August 31, 1931. In accordance with our usual practice, we are today notifying the surety and the contractor regarding your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

AJ

By

Secretary

~~#1296~~
Klamath Co
PR26B

October 29, 1931

Mr. M. E. Boon,
1122 Kingston,
Bend, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 27th instant, in which you advise us that you have a claim in the sum of $25.41 against Louis I. DeWitt, being for services rendered in connection with the contract awarded to Mr. DeWitt for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1296.

In connection with this contract, Mr. DeWitt was required to furnish the State with a surety bond for the protection of labor and material claims and all just dues, debts and demands incurred against the project. This bond was written by the Columbia Casualty Company for whom W. E. Taylor is local agent with offices in the American Bank Building, Portland, Oregon.

It is suggested that you take the matter up with Mr. Taylor since all of the monies owing to Mr. DeWitt have been assigned by him to the surety company. If you secure no satisfaction from the surety company, you still have recourse to action in the courts and should file notice of your claim with the Secretary of State, in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

According to our records this project was completed on August 31, 1931. In accordance with our usual practice, we are today notifying the surety and the contractor regarding your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

AJ

By

Secretary

October 29, 1931

Columbia Casualty Company,
W. E. Taylor, Resident Agent,
American Bank Bldg.,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of letter received from H. E. Boom of Bend, Oregon, regarding his claim of $25.41 against Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1298. The claim is for work performed with a dump truck on the above described project.

This information is furnished you since you appear as surety on the bond of Mr. DeWitt.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Louis I DeWitt
2500 Biehn St
Klamath Falls

#1296

Klamath Co

PR 2613

1122 Kingston,
Bend, Oregon,
Oct. 27-1931.

Chief Engineer,
State Highway Dept.,
Salem, Oregon.

Dear Sir:

During the months of May, June & July, I worked on the Pelican City Cut-Off near Klamath Falls, Oregon with a dump truck for Louis I. De Witt, Contractor.

I have a balance due me of $25.41 from this job, which I have been unable to collect from Mr. De Witt, and am seeking advice as to the proper means of collection. I understand that a bonding Co. is settling, or has settled the labor accounts for this job through a Mr. Vandeburg, Attorney of Klamath Falls, and although I have written Mr. Vandenburg sometime ago, I have failed to receive any answer. I have also written Mr. De Witt, and failed to receive a reply.

Kindly advise the status of this project, and being a State job, do I have to pay an attorney to collect these wages due?

Very truly yours,

H.E. Boon.

RECEIVED
OCT 29 1931
OREGON
STATE HIGHWAY COMMISSION

KINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

1

y

duplicate of
27, 1931, of
y against Louis
ontract No.1296.
one formerly
porate seal of
mpany has been
may substitute
wish.

y truly

CALKINS

#1296

Klamath Co

CALKINS AND CALKINS

Attorneys At Law

Eugene, Oregon

W. W. CALKINS
S. M. CALKINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

October 29, 1931

PR 26B

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We send you herewith a duplicate of the claim sent you on October 27, 1931, of Miller-Sanford Tractor Company against Louis I. DeWitt on State Highway Contract No.1296. This is an exact copy of the one formerly sent you except that the corporate seal of the Miller-Sanford Tractor Company has been affixed to the claim. You may substitute this for the other one if you wish.

Yours very truly

CALKINS & CALKINS

BY S. M. Calkins

SMC:LD

Eugene, Oregon

October 24, 1931

TO: Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned Miller-Sanford Tractor Company, a corporation, has a claim for rentals on a certain SIXTY caterpillar tractor and grader in the sum of One Thousand, one hundred and sixty ($1,160.00) Dollars against the bond taken from Louis I. DeWitt as principal, and the Columbia Casualty Company as surety,, for work performed by Louis I. DeWitt as contractor under State Highway contract No. 1296 for the grading of the Terminal-City-Klamath Falls Section of The Dalles-California Highway in Klamath County, Oregon, said tractor and grader having been used in the actual prosecution of the performance of the contract by Louis I. DeWitt.

Dated at Eugene, Oregon, October 27th, 1931.

MILLER SANFORD TRACTOR COMPANY
BY F. A. Miller
Secretary

Renty on SIXTY Tractor and Grader

Month of June - two days @	$20.00	$ 40.00
Month of July - twenty-seven days @	20.00	540.00
Month of August - twenty-six days @	20.00	520.00
Month of September - three days @	20.00	60.00
		$1,160.00

STATE OF OREGON
ss
COUNTY OF LANE

On this 27th day of October, 1931, before me appeared F. A. Miller, to me personally known, who being duly sworn did say that he, the said F. A. Miller, is the Secretary of the said within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. A. Miller acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

Lenora L. Dillard
Notary Public for Oregon

My Commission expires: Sept. 5, 1933

#1296

PR26B

October 28, 1931

Calkins and Calkins,
Attorneys at Law,
Bank of Commerce Bldg.,
Eugene, Oregon.

Gentlemen:

We are in receipt of your letter of October 27, enclosing notice of claim of Miller-Sanford Tractor Company against Louis I. De Witt to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract No. 1296, the amount of the claim being $1,160.00. We note that you will file a similar claim with the Secretary of State.

In accordance with our usual practice, we are notifying the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

[illegible]

October 26, 1931

Columbia Casualty Company,
W. E. Taylor,Resident Agent,
AmericanBank Building,
Portland, Oregon.

Gentlemen:

We have today received notice of claim, through Calkins and Calkins, Attorneys, Eugene, of Miller-Sanford Tractor Company against Louis I. DeWitt to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, State Highway Contract #1296. The amount of the claim is $1,160.00 and is for rental on a Sixty caterpillar tractor and grader.

This information is given you as you appear as surety on the bond of Mr. DeWitt.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Louis I. DeWitt
Klamath Falls

CALKINS AND CALKINS

Attorneys At Law

Eugene, Oregon

W. W. CALKINS
S. M. CALKINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

October 27, 1931

Mr. H. B. Glaisyer, Secy.,
State Highway Commission,
Salem, Oregon.

Dear Sir:

We enclose herewith claim of the Miller-Sanford Tractor Company for rentals on a certain Sixty caterpillar tractor and grader in the sum of $1160.00 against the bond taken from Louis I. DeWitt as principal and the Columbia Casualty Company as surety, for work performed by Louis I. DeWitt as contractor under State Highway contract No. 1296 for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, Oregon.

We are today mailing a similar claim to Hal E. Hoss, Secretary of State, for filing.

Yours very truly

CALKINS & CALKINS

BY SMCalkins

SMC:LD

Eugene, Oregon

October 24, 1931

TO: Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Notice is hereby given that the undersigned Miller-Sanford Tractor Company, a corporation, has a claim for rentals on a certain SIXTY caterpillar tractor and grader in the sum of One Thousand, one hundred and sixty ($1,160.00) Dollars against the bond taken from Louis I. DeWitt as principal, and the Columbia Casualty Company as surety, for work performed by Louis I. DeWitt as contractor under State Highway contract No. 1296 for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County, Oregon, said tractor and grader having been used in the actual prosecution of the performance of the contract by Louis I. DeWitt.

Dated at Eugene, Oregon, October 27th, 1931.

MILLER-SANFORD TRACTOR COMPANY

BY F. A. Miller
Secretary

Rent on SIXTY Tractor and Grader

Month of June - two days @	$20.00	$ 40.00
Month of July - twenty-seven days @	20.00	540.00
Month of August- twenty-six days @	20.00	520.00
Month of September - three days @	20.00	60.00
		$1,160.00

STATE OF OREGON
ss
COUNTY OF LANE

On this 27th day of October, 1931, before me appeared F. A. Miller, to me personally known, who being duly sworn did say that he, the said F. A. Miller, is the Secretary of the said within named corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said F. A. Miller acknowledged said instrument to be the free act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, this the day and year first in this, my certificate, written.

Lenora L. Dillard
Notary Public for Oregon
My Commission expires: Sept. 5. 1933

#1296

PR26B

October 22, 1931

Calkins and Calkins
Attorneys at Law
Bank of Commerce Bldg.
Eugene, Oregon

Gentlemen:

Reply is made to your letter of the 21st instant concerning the contract awarded by the State Highway Commission to Louis I. DeWitt near Klamath Falls.

The contract to which you refer is state highway contract No. 1296 and is for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County. The bond furnished by Mr. DeWitt to the State was written by the Columbia Casualty Company for whom W. E. Taylor is local agent with offices in the American Bank Building, Portland. Payments in connection with this contract have been assigned to the surety company by Mr. DeWitt.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW

CALKINS AND CALKINS

Attorneys At Law

Eugene, Oregon

W. W. CALKINS
S. M. CALKINS

TELEPHONE 625
BANK OF COMMERCE BLDG.

October 21, 1931

Mr. Roy A. Klein
Secretary State Highway Commission
Salem, Oregon.

Dear Sir:

The Miller-Sanford Tractor Company rented one of their Sixty Caterpillars and grader to Louis I. DeWitt of Klamath Falls, Oregon, for work on State contract No. 1296, Pelican City Job, Federal Aid Project.

The Miller-Sanford Tractor Company has asked us to file a claim with the State Highway Commission for the rental of their caterpillar and grader. Experience has taught us that frequently these jobs are mis-named or improperly identified and we are writing you to ask you to give us the correct data on this job so that there will be no question about the correctness of the claim that we file with the State Highway Commission. As we understand it, that is a state highway project and the claim should be properly filed with you, but we want to be sure that we get our claim in on all fours and we are therefore asking you for this information.

Kindly let us hear from you.

Yours very truly

CALKINS & CALKINS

BY SMCalkins

SMC:LD

ANSWERED
H. B. G.

PR26B

October 20, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the request contained in your letter of October 9th, we have prepared an itemized statement showing the expenditures on force account work and likewise work by state forces on which Federal Aid was requested as contingency items on Project No. 26-B. Due to a reduction in the state force work, occasioned by the elimination of equipment rental charges, this item was reduced to $420.07. This change required a correction in the final voucher, and we have accordingly prepared revised copies and are enclosing them herewith. However, the total engineering and contingencies claimed on this project exceed the allowable 10%, which results in the total Federal Aid and Emergency funds claimed, remaining the same as the amounts shown on the voucher previously submitted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE NO. ______

POST OFFICE BUILDING
PORTLAND, OREG.

October 9, 1931

RECEIVED
OCT 10 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The final voucher for Oregon Emergency Federal Aid Project No. 26-B claims $242.48 for constructing hand-placed rock slopes, $845.25 for salvaging, stockpiling and replacing old surfacing by Force Account, and $460.07 for constructing dry rubble masonry retaining wall with State Forces.

Please submit an itemized statement of the cost of this work as soon as possible in order that final payment of Emergency Funds may not be delayed.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

PR26B

October 6, 1931

Columbia Casualty Company,
1437 American Bank Building,
Portland, Oregon.

Attention of Mr. W. E. Taylor.

Gentlemen:

We are in receipt of your letter of the 5th inst., in which you acknowledge receipt of notice regarding payment of semi-final estimate on the contract of Louis I. DeWitt for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

The amount of the semi-final estimate is $3,642.85 and is to be paid to the Columbia Casualty Company, in accordance with the assignment of Mr. DeWitt.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Columbia Casualty Company

Home Office, One Park Avenue, New York

CHARLES H. NEELY, PRESIDENT

PACIFIC COAST BRANCH
315 MONTGOMERY STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
RESIDENT VICE-PRESIDENT AND MANAGER

SERVICE DEPARTMENT
1437 AMERICAN BANK BUILDING
PORTLAND, OREGON
W. E. TAYLOR, SPECIAL AGENT

RECEIVED
OCT 6 1931
OREGON
STATE HIGHWAY COMMISSION

PORTLAND, OREGON

Oct.5,1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:- Re, LOUIS I. DeWITT, Contract 1296.

We acknowledge receipt of your letter of Oct.2nd, with copy to our Mr. McDougal at Portland, regarding payment under the above contract. As you know, there has been an assignment of interest in these funds by Mr. DeWitt to the Columbia Casualty Company under the contract bond, and the entire matter of settlement is in the hands of our Claims Department, Care of Mr. E. L. McDougal, American Bank Bldg, Portland. We would be interested to know the amount of the payment to be made at this time.

Yours very truly,

COLUMBIA CASUALTY COMPANY

By W. E. Taylor.

WT;T
CC to Mr. McDougal.

PR26B

October 5, 1931

Columbia Casualty Company,
Pacific Coast Branch,
315 Montgomery Street,
San Francisco, California.

Attention of Mr. A. E. Weinberger.

Gentlemen:

This acknowledges receipt of your letter of the 2nd inst., in which you enclose an assignment, in duplicate, from Louis I. DeWitt in connection with the final estimate on the contract awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

It was our previous understanding that all remaining payments to Mr. DeWitt were to be assigned to you; hence, we have changed the reading of the assignment slightly, as follows: "* * * I hereby sell, assign and transfer the within claim for material and labor furnished and rendered in connection with the final estimates * * *". This will take care of the current voucher, which is now going through in the sum of $3,642.85.

When the final voucher is prepared, it will be forwarded to Mr. DeWitt with the assignment form attached. He will be requested to sign the assignment form, as well as the voucher itself. It will not be necessary, therefore, that you have another set of assignment blanks to accomplish this purpose.

At the present time we are unable to state the amount of the unpaid balance due Mr. DeWitt. The retained percentage is $912.58, but this may be increased or decreased

Columbia Casualty Company,
Page 2.

according to what is revealed when the final field notes are checked.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

Columbia Casualty Company

Home Office, One Park Avenue, New York

HENRY COLLINS, PRESIDENT

PACIFIC COAST BRANCH
315 MONTGOMERY STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
VICE-PRESIDENT AND MANAGER

GRIFFITH R. WILLIAMS
GENERAL ATTORNEY

FREDERICK B. GRIFFITH
SUPERINTENDENT
CLAIMS DEPARTMENT

October 2, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Attention: Mr. H.B. Glaisyer

Re: 4-CBond-9 - State of Oregon - L.I. DeWitt

Enclosed please find signed Assignments of Claim of Louis I. DeWitt in connection with the final estimate on contract #1296. We trust that these will be sufficient for the final payment. Mr. DeWitt has notified us that he is entitled to $3,642.83 on a semi-final estimate, a copy of which he mailed us. We are also to receive this amount but presume that it will be necessary to have Mr. DeWitt sign another set of assignment blanks to accomplish this purpose. Would you kindly supply us with such blanks, and in no event make this payment to Mr. DeWitt. If your records permit it at the present time we would appreciate knowing what the total unpaid balance due Mr. DeWitt is.

Thanking you for your past courtesies in this matter, we are

Very truly yours,

AEWeinberger

AEW:EAH
Encl.

ANSWERED
H. B. G.

RECEIVED
OCT 5 1931
OREGON
STATE HIGHWAY COMMISSION

NOTED OCT -5
CARL F. SMITH

#1296

PR26B

O ctober 2, 1931

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Louis I. De Witt on contract No. 1296 - Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County. This payment will be made on or after October 12, 1931.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to E. L. McDougal, Attorney at Law,
American Bank Bldg., Portland, Oregon.

CONTRACT# 12961

PR 26B Terminal City-Klamath Falls 1931
Sec.
1296 Folder # 1

PP26B

September 30, 1931

Mr. T. J. Evans,
553 Market Street,
Klamath Falls, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 29th instant, in which you advise us of your claim in the sum of $3.50 for the rental of an anvil, which was used in connection with Mr. Louis I. DeWitt's contract for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

We are today filing your claim and are notifying the surety company that it has been sent to this office.

According to the Oregon statutes, notice of claims against contractors should be filed with the Secretary of State rather than with the State Highway Commission. We are enclosing in this letter a mimeographed copy of that section of the Oregon laws pertaining to this feature.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBG:AJ

September 30, 1931

Columbia Casualty Company,
Mr. W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

Attached is a copy of a letter which we have received today from Mr. T. J. Evans of Klamath Falls, regarding his claim of $3.50 against Louis I. DeWitt, contractor, in connection with the contract awarded to him for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County--State Highway Contract #1296.

We are notifying you as you are the surety on the bond furnished by the contractor in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Louis I. DeWitt
2300 Biehn St.
Klamath Falls

Klamath Falls Oregon.
353 Market St. Tel. 1566
Sept 29th. 1931.

Oregon State Highway Engineers Office.
Salem Oregon.

Columbia Casulty Co.

515 Montgomery St.

San Francisco Cal.

Gentlemen:-

Herewith a small account with De Witt Co. for rental of equipment for use on construction highway work on Dalles California Highway at Klamath Falls Ore.

Rental for use 200# anvil 7/9-31 to and inc.8/31-31 at rental of $2.00 per month	$3.50

Yours truly,
T.J.Evans.

Copies State Highway Engineers office Oregon
" Columbia Casulty Co. S.F.

RECEIVED
SEP 30 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

#1296
Klamath Co

PR 26 B.

September 25, 1931

Mr. J. F. Gum,
1715 N. Adams St.,
Spokane, Washington.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 24th inst., in which you advise us that you have a claim in the sum of $11.50 against Louis I. DeWitt, being for labor performed for Mr. DeWitt in connection with the contract awarded to him by the State Highway Commission for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

In connection with this contract, Mr. DeWitt was required to furnish the State with a surety bond for the protection of labor and material claims and all just dues, debts and demands incurred against the project. This bond was written by the Columbia Casualty Company for whom W. E. Taylor is the local agent with offices in the American Bank Building, Portland, Oregon.

It is suggested that you take the matter up with Mr. Taylor since all of the monies owing to Mr. DeWitt have been assigned by him to the surety company. If you secure no satisfaction from the surety company, then you still have recourse to action in the courts and it is suggested that you file notice of your claim with the Secretary of State, Salem, Oregon, in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

September 25, 1931

Columbia Casualty Company,
American Bank Building,
Portland, Oregon.

Attention of Mr. W. E. Taylor, Agent.

Gentlemen:

This letter is to inform you that we have today received information from J. P. Gum, whose address is 1715 N. Adams Street, Spokane, Washington, to the effect that he has a claim against Louis I. DeWitt in the sum of $11.50 which, it appears, is for labor performed for Mr. DeWitt in connection with the contract awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

This information is given you as you appear as surety on the bond furnished by Mr. DeWitt in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Louis I. DeWitt,
2500 Biehn St.,
Klamath Falls.

Spokane Wash
Sep 24-31

Oregon State Highway Department
I was [illegible] for [illegible] on the Klamathfalls Terminal [illegible] Grading of the Dalls Calif. Highway. I worked 56 Hours at 50c per Hour and only received $16.50 on account having a balance of $11.50 which I have not received
I wrote the Columbia Casualty Co. of Sanfrancisco Calif and have received no reply is the Columbia Casualty CO responciable for this balance if so what steps will I haft to take to colect

J. P. Gum
1715 N Adams ST
Spokane Wash

RECEIVED
SEP 25 1931
OREGON
[illegible]

ANSWERED
H. B. G.

#129
Klamath

PR2613

September 22, 1931

Columbia Casualty Company
Pacific Coast Branch
319 Montgomery Street
San Francisco, California

Gentlemen:

We hand to you herewith a copy of a letter that we have today received from G. I. Stebbins Construction Company in which they state their claim against Louis I. DeWitt in connection with their contract with the state for the grading of the Terminal City-Klamath Falls Section of the Dalles-California Highway.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW
Inc.

cc Louis I. DeWitt
2300 Biehn Street
Klamath Falls, Oregon

September 22, 1931

G. I. Stebbins Construction Company
Klamath Falls, Oregon

P. O. Box 147

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 19th instant in which we are advised of your claim in the sum of $248.49 against Louis I. DeWitt, it being for services rendered to Mr. DeWitt in connection with the contract awarded him by the State for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

This matter is being called to the attention of Mr. DeWitt and the Columbia Casualty Company who appear, on the bond furnished by the contractor, as surety.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

RBG:FW

G. I. STEBBINS CONSTRUCTION COMPANY
P. O. BOX 147
CONTRACTORS
PHONES: 1647
RES: 1555
KLAMATH FALLS, OREGON

9/19/31

Oregon State Highway Department
Salem Oregon.

Notice is hereby given that the undersigned G.I.Stebbins Construction Co. has a claim for Trucks hire and Equipment rental on State Highway contract Terminal City-Klamath Falls Section, The Dalles California Highway, Klamath County in the sum of Two hundred forty eight and 49/100 dollars ($248.49) against the bond ~~furnish~~ furnished by L.I.DeWitt and written by Columbia Casualty Company, Pacific Coast Branch, 319 Montgomery Street, San Francisco, California

G.I.Stebbins Construction Co.
by G. I. Stebbins

ANSWERED
H. B. G.

#1296
Klamath Co

PR 2613

September 22, 1931

A. E. Weinberger
% Columbia Casualty Company
Pacific Coast Branch
315 Montgomery Street
San Francisco, California

Dear Sir:

Reply is made to your letter of the 17th instant concerning the contract awarded by the Oregon State Highway Commission to Louis I. DeWitt for the grading of the Terminal City-Klamath Falls section of The Dalles-California Highway in Klamath County, to which letter was attached a letter from Louis I. DeWitt to the Oregon State Highway Commission and an assignment of monies due on this contract to the Columbia Casualty Company.

The form of assignment given to you by Mr. DeWitt does not meet with the requirements of the Oregon Secretary of State hence it will be necessary to have a new assignment form executed. Satisfactory forms for this purpose are inclosed herewith. We have filled these out to comply with the requirements and all that is necessary is to have Mr. DeWitt sign these before witnesses. When this is done return the assignment to this office and we will be pleased to honor the same.

According to our records Mr. DeWitt's contract was completed on August 31, 1931. The final field notes are now being checked in this office and will be completed within the next couple of weeks. The amount of the final payment is not known at the present time. Our retained percentage is now $2,407.22. Final payment will be in an amount either greater or less than this according to what is revealed in the check up of the final notes.

Very truly yours
STATE HIGHWAY COMMISSION

By
Secretary

HBG:FW
Inc.

#1296
Klamath Co

Columbia Casualty Company

Home Office, One Park Avenue, New York

CHARLES H. NEELY, PRESIDENT

PACIFIC COAST BRANCH
315 MONTGOMERY STREET, SAN FRANCISCO, CALIFORNIA
WILLIAM J. GARDNER
RESIDENT VICE-PRESIDENT AND MANAGER

GRIFFITH R. WILLIAMS
GENERAL ATTORNEY
FREDERICK B. GRIFFITH
SUPERINTENDENT
CLAIMS DEPARTMENT

September 17, 1931

RECEIVED
[illegible] 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Roy A. Klein

RE: 4-CBond-9 - State of Oregon - L. I. DeWitt

We are enclosing a letter from Mr. L. I. DeWitt and an Assignment of the remaining moneys due him from the State of Oregon. As Mr. DeWitt states in his letter, it is his intention that the Columbia Casualty Company be paid any remaining sums due him under his contract.

If the enclosed letter and Assignment are not sufficient to accomplish this, will you kindly send us the necessary forms to be completed, also we would be pleased to learn from you the exact amount due Mr. DeWitt if such information is available at the present time and also your best estimate of the time when this payment will be made.

Very truly yours,

A. E. Weinberger

AEW:LG
Encls.

Completed - Aug, 31st, 1931
Payment is $2,407.22
Final now being checked.

ANSWERED
H. B. G.

SEP 18

NOTED [illegible]
CARL F. SMITH

September 17, 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Attention: Roy A. Klein

Enclosed please find an Assignment of all moneys due me in final payment of work done on the Terminal City-Klamath Falls Section under contract No. 1296. It is my intention that all moneys due me be paid to the Columbia Casualty Company for the reason set forth in the enclosed Assignment. If this Assignment is not sufficient to accomplish my purpose and you have certain form assignments, will you please mail one of these forms to the Columbia Casualty Company and I will sign same and forward it to you.

Very truly yours,

Louis I. De Witt

AE:LG

ASSIGNMENT OF MONEYS DUE
UNDER CONTRACT

WHEREAS, the Columbia Casualty Company did, on or about the 21st day of May, 1931, on my application execute a bond No. 16534 in the amount of $32,096.30 for me, as Principal, for the faithful performance of that certain contract No. 1296 entered into on or about the 14th day of May, 1931 by me with the State Highway Commission of the State of Oregon for the construction of two and eight-tenths miles of grading The Dalles-California Highway in Klamath County, Oregon; and, whereas, said bond was conditioned upon the prompt payment by me of all laborers and material men furnishing and providing labor and materials in connection with the performance of said contract; and

WHEREAS, said contract is completed and accepted with a number of outstanding claims for labor and material against me unpaid, and a balance due me from the State Highway Commission of the State of Oregon for the completion of said Contract;

NOW THEREFORE, pursuant to an infurtherence of the application and agreement signed by me for the aforesaid bond, and in consideration of the indemnity of said Columbia Casualty Company, a corporation, for the payment of said outstanding claims for labor and material, I hereby assign, sell, transfer and set over to said Columbia Casualty Company, a corporation, all my rights, title and interest in and to the final payment due me from the State Highway Commission of the State of Oregon under and pursuant to the aforesaid contract which payment is in the amount of approximately $11000.00.

It is understood that this assignment is in conformation of the assignment made by me in my application for the aforesaid bond executed by me on or about the 21st day of May, 1931.

Louis J. De Witt

IN WITNESS WHEREOF, I hereunto set my hand this 17th day of Sept 1931.

Louis J. De Witt

A. W. Weinberger
Witness

Form 39—F-21635—5M—5-31

PR 26B

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept. 5, 1931, *193*

Job name Klamath Falls-Terminal City Grading

Week from August 30 *to* Sept. 5

Mail address Klamath Falls

Highway The Dalles-California

Telegraph or telephone address " "

County Klamath *Job prefix* 18 P M

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Fair.

Project was completed on August 31st, the specified date of completion in the contract. Engineering crew working on final estimate which should be ready for submission Sept. 12th.

RECEIVED
SEP 10 1931
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 9 1931
GRANTS PASS DIV. OFFICE

(See back of this sheet for instructions and detailed information)

Signed

Title Res. Maint. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.08

Miles completed 2.08

Miles completed except finishing None

Total cubic yards in project 71,000 Estimated.

Cubic yards moved to date All

Miles covered by contractor's forces 2.08

Miles cross-sectioned 2.08

Miles cross-sections completed and checked 2.08

Miles to be remeasured None

Number men in Engineering Party 3

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work ~~*will be completed about*~~ Completed August 31st.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles pav[illegible]*t* ....

Miles paving con[illegible] ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 18 P H *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1296

PR26B

Sep. 4, 1931

Messrs. Bronson, Bronson & Slaven,
Lawyers,
111 Sutter St.
San Francisco, Cal.

Attention: E. D. Bronson Jr.

Gentlemen:

Acknowledgment is made of receipt of your letter of the 29th ult. in which you enclose original acknowledged assignment of claim which refers to certain moneys due and owing to Earl E. Jack, a subcontractor under Louis I. DeWitt, general contractor, to whom the Oregon State Highway Commission awarded a contract for the construction of the Terminal City-Klamath Falls section of The Dalles-California Highway in Klamath County.

It is noted that you expect the Oregon Highway Commission to pay the amount of the assignment directly to the Sterling Motor Truck Company, assignee, but we have to advise that this can not be done.

In the first place we have no dealings whatever with the subcontractors, but hold the original contractor responsible and liable for the satisfactory completion of the project and for the settlement of claims incurred against the project. No assignments are honored by this department unless they are given by the original contractor and have been consented to in writing by the surety on the bond furnished by the original contractor to the state in connection with the particular project. In the present instance no such assignment by Mr. DeWitt to Mr. Jack has been received. We have, however, the assignment of Mr. DeWitt to the Columbia Casualty Company of all sums of money now due or to become due him hereafter in connection with this work. We are advised, therefore, to honor this assignment, if any.

The protection offered claimants against contractors on Oregon State Highway work is the bond furnished by the contractor to the state. This bond protects not only claimants against the original contractor but also against subcontractors. We would suggest, therefore, that you take the matter of this particular claim up with the agent for the bonding company, who in this instance is the Columbia Casualty Company, W. E. Taylor local agent, American Bank Building, Portland. We would also suggest that you file notice of this claim with the Oregon Secretary of State, in conformance with the Oregon statutes.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary

HBG:EH

Sep. 4, 1931

Columbia Casualty Co.,
c/o W. E. Taylor, Agent,
American Bank Bldg.,
Portland, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have received from Bronson, Bronson & Slaven, lawyers of San Francisco, regarding an assignment given to the Sterling Motor Truck Company of California by Earl E. Jack, of moneys due Mr. Jack from Louis I. DeWitt for services rendered to him as a subcontractor in connection with the contract awarded Mr. DeWitt by the state highway commission for the construction of the Terminal City-Klamath Falls section of The Dalles-California Highway.

This information is given you as you appear as surety on the bond furnished by Mr. DeWitt in this instance.

Very truly yours,
STATE HIGHWAY COMMISSION,

By

Secretary

HBG:EH

cc to Louis I. DeWitt
Enc.

LAW OFFICES OF
BRONSON, BRONSON & SLAVEN
111 SUTTER STREET
SAN FRANCISCO

ROY A. BRONSON
E. D. BRONSON, JR.
THOMAS W. SLAVEN

H. R. McKINNON
GORDON S. KEITH
A. D. McDOUGALL
WALLACE K. DOWNEY

TELEPHONE
GARFIELD 7200

August 29, 1931

State of Oregon,
Division of Public Highways,
Salem, Oregon.

Gentlemen:

We hand you herewith an original acknowledged assignment of claim which refers to certain money due and owing to Earl H. Jack, a subcontractor, by Louis I. DeWitt, general contractor, on certain public road construction for the State of Oregon at Klamath Falls and known as the Pelican City Cut Off. This assignment by Earl H. Jack is a partial assignment in the sum of $2,282.42, out of a total amount claimed by Earl H. Jack in the sum of $3,849.40. The assignee is Sterling Motor Truck Company of California, San Francisco, California.

On behalf of the assignee, we require you to pay the amount of the assignment directly to Sterling Motor Truck Company through this office.

Very truly yours,

E.D. Bronson, Jr.

EDB:LRL

Enc.

ANSWERED
H. B. G.

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR VALUABLE CONSIDERATION received, I, the undersigned, EARL A. JACK, of Dinuba, California, have sold, assigned, transferred and set over and do by these presents sell, assign, transfer and set over unto STERLING MOTOR TRUCK COMPANY OF CALIFORNIA, a Corporation, organized under the laws of the State of California, and whose principal place of business is located at 8th and Howard Streets, San Francisco, California, a portion, amounting to the sum of $2,282.42, of a certain debt now due and owing to me by LOUIS I. DeWITT, which said debt amounts to the sum of $3,849.40, and is for rental and hire of trucks furnished by me to and contracted for by said LOUIS I. DeWITT and used in the performance of work contracted to be executed and performed under the terms of a certain agreement between said LOUIS I. DeWITT, and the State of Oregon, by and through its Department of Public Highways, providing for the construction of a road known as Pelican City Cut Off, which said construction is of approximately two and one-eighth miles in length and located immediately North of the City of Klamath Falls, State of Oregon.

That I have heretofore filed a statement of my said claim with the said State of Oregon for the said amount of $3,849.40.

And I hereby authorize and direct the said LOUIS I. DeWITT, general contractor aforesaid, the State of Oregon and its Department of Public Highways and COLUMBIA CASUALTY COMPANY, surety for the performance by said general contractor of the said road construction contract and any other general contractor and surety company on said contract and each and all of the aforesaid, to pay the said sum of $2,282.42 out of the said sum of $3,849.40 due me from said LOUIS I. De WITT direct to said STERLING MOTOR TRUCK COMPANY OF

CALIFORNIA at its office at 8th and Howard Streets, San Francisco, California.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 1931.

Earl F. Clark

STATE OF CALIFORNIA,)
City and County of San Francisco.) ss.

On this 24th day of August, 1931, before me, AGNES M. COLE, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared EARL H. JACK, known to me to be the person whose name is subscribed to the within instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the City and County of San Francisco, the day and year in this certificate first above written.

Agnes M. Cole
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

My commission expires Oct. 18. 1934

#1296

#1296

PR-266

September 3, 1931

Mr. L. H. Smith,
1843 Oregon Ave.,
Klamath Falls, Ore.

Dear Sir:

We have your letter of September 2nd, advising us of your claim in the sum of $14.00 against Louis I. DeWitt for services rendered him in connection with the contract awarded to Mr. DeWitt by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County--State Highway Contract #1296.

In connection with this contract, Mr. DeWitt was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered as protection for your claim.

We would suggest that you take the matter up with the agent for the surety company. The bond was written by the Columbia Casualty Company, for whom W. E. Taylor is local agent, with offices in the American Bank Building, Portland, Oregon.

I would also suggest that you file a notice of your claim with the Secretary of State, in conformance with the provisions of Section 2991, Oregon Laws for 1920, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1296

September 5, 1931

Columbia Casualty Company,
Mr. W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from L. N. Smith of Klamath Falls, in which he advises us of his claim in the sum of $14.00 against Louis I. DeWitt, being for services rendered him in connection with the contract awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

We give you this information as you appear as surety on the bond, furnished in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Louis I. DeWitt,
2300 Biehn St.
Klamath Falls, Ore.

#1296

Packard

L. H. SMITH MOTOR CO.

~~CENTRALIA, WASH.~~

SPECIALIZING ON
MOTOR REPAIRS

GAS, OILS AND
ACCESSORIES

ESSEX MOTORS
DETROIT
U.S.A.

1843 Oregon Ave.
Klamath Falls Ore.

Sept. 2nd 1931.

State Highway Dept.

Salem Ore.

Gentlemen:-

I have a small claim of $14.00 against Louis Dewitt Contractor for truck work on the Job of Highway change between Klamath Falls and Pelican City. Thenwork was as an extra truck on Aug. 12th.

I have written also to the Labor Commissioner about it but wish also to have my claim put in direct before Dewitt get his final settlement. Please advise me if I have followed the proper proceedure and advise me if I have not..

Very truly yours,

L.H. Smith

L.H.Smith

#1296
Klamath

26-6

September 2 1931

Mr. Henry E. Perkins,
Attorney at Law,
First National Bank Bldg.,
Klamath Falls, Oregon.

Dear Sir:

Responding to your request of the 27th ult., I am handing you herewith a certified copy of the contract and bond between the State Highway Commission and Louis I. DeWitt, covering the grading of the Terminal City-Klamath Falls Section on the The Dalles-California Highway in Klamath County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

#1296

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST ~~AMERICAN~~ NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

August 27, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

One Louis I. DeWitt has the contract for the grading of that portion of the Dalles-California Highway known as Terminal City, Klamath Falls Section thereof, and he, in turn, has created a bill in connection therewith with the Klamath Machine & Locomotive Works in the total sum of $1380.16. He is unable to pay this bill, and on August 22, 1931, the usual notice was forwarded by the Klamath Machine & Locomotive Works to the Secretary of State. It is going to be necessary to proceed against the bond of Mr. DeWitt to collect this claim. For that reason I am attaching hereto the affidavit of Fred B. Southwell, Assistant Manager at Klamath Falls, Oregon, for the Klamath Machine & Locomotive Works, and hereby request that you forward to me a certified copy of the contract of Louis I. DeWitt for the grading of the above described portion of the Dalles-California Highway, which, by the way, is in Klamath County, Oregon, and also furnish me with a certified copy of his bond.

Yours truly,

Henry E. Perkins
atty for claimant.

HEP:N

AFFIDAVIT.

STATE OF OREGON, :
: ss.
County of Klamath, :

I, Fred B. Southwell, being first duly sworn upon oath, say: That I am the Assistant Manager at Klamath Falls, Oregon, for Klamath Machine & Locomotive Works, a corporation; that said Klamath Machine & Locomotive Works has a claim for machine, blacksmith, and welding labor and supplies furnished Louis I. DeWitt in connection with the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway, a state highway in Klamath County, Oregon, in the sum of $1,380.16. That said Louis I. DeWitt is unable to pay and therefore refuses to pay said claim, and that said corporation seeks to hold his surety, to-wit, Columbia Casualty Company therefor.

I further state that I am familiar with the account of said Louis I. DeWitt with Klamath Machine & Locomotive Works and believe the said sum of $1,380.16 to be the true amount due said Klamath Machine & Locomotive Works from Louis I. DeWitt.

A copy of the contract of Louis I. DeWitt and his bond covering the above described work is desired for purpose of suit.

Fred B. Southwell

Subscribed and sworn to before me August 28, 1931.

Henry E. Perkins
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES OCT 9

tary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 28, 1931

RECEIVED
AUG 31 1931
COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

We are enclosing for your attention a letter from Henry E. Perkins, Attorney, Klamath Falls, and affidavit of Fred B. Southwell, requesting a certified copy of the contract of Louis I. DeWitt.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L
Enc.

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST ~~AMERICAN~~ NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

August 27, 1931.

RECEIVED
AUG 31 1931
COMMISSION

Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

One Louis I. DeWitt has the contract for the grading of that portion of the Dalles-California Highway known as Terminal City, Klamath Falls Section thereof, and he, in turn, has created a bill in connection therewith with the Klamath Machine & Locomotive Works in the total sum of $1380.16. He is unable to pay this bill, and on August 22, 1931, the usual notice was forwarded by the Klamath Machine & Locomotive Works to the Secretary of State. It is going to be necessary to proceed against the bond of Mr. DeWitt to collect this claim. For that reason I am attaching hereto the affidavit of Fred B. Southwell, Assistant Manager at Klamath Falls, Oregon, for the Klamath Machine & Locomotive Works, and hereby request that you forward to me a certified copy of the contract of Louis I. DeWitt for the grading of the above described portion of the Dalles-California Highway, which, by the way, is in Klamath County, Oregon, and also furnish me with a certified copy of his bond.

Yours truly,

Henry E. Perkins
atty. for claimant.

HEP:N

SECRETARY OF STATE
RECEIVED
1931
HAL E. HOSS

AFFIDAVIT.

STATE OF OREGON, :
: ss.
County of Klamath, :

I, Fred B. Southwell, being first duly sworn upon oath, say: That I am the Assistant Manager at Klamath Falls, Oregon, for Klamath Machine & Locomotive Works, a corporation; that said Klamath Machine & Locomotive Works has a claim for machine, blacksmith, and welding labor and supplies furnished Louis I. DeWitt in connection with the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway, a state highway in Klamath County, Oregon, in the sum of $1,380.16. That said Louis I. DeWitt is unable to pay and therefore refuses to pay said claim, and that said corporation seeks to hold his surety, to-wit, Columbia Casualty Company therefor.

I further state that I am familiar with the account of said Louis I. DeWitt with Klamath Machine & Locomotive Works and believe the said sum of $1,380.16 to be the true amount due said Klamath Machine & Locomotive Works from Louis I. DeWitt.

A copy of the contract of Louis I. DeWitt and his bond covering the above described work is desired for purpose of suit.

Fred B. Southwell

Subscribed and sworn to before me August 28, 1931.

Henry E. Perkins
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES OCT 9 [illegible]

#1296
Klamath Co

September 2, 1931

PR 26-b

Dey, Hampson & Nelson,
Attorneys at Law,
800 Pacific Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of September 1st in which you advise of a claim of the Standard Oil Company against Louis I. De Witt.

Please be advised that the contract which was awarded to Mr. De Witt is our No. 1296 and is known as the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County consisting of 2.08 miles of grading. Bond was furnished by the Columbia Casualty Company for whom W. E. Taylor, American Bank Bldg., Portland, is resident agent. This contract was signed by Louis I. De Witt, an individual.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
800 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

September 1, 1931

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Our client, the Standard Oil Company of California, has a claim against Louis I. DeWitt in connection with his contract with you covering a portion of the Dalles-California Highway in Klamath County, 2.08 miles of grading.

It is necessary that we file a claim against the bond and for the purpose of securing the necessary data, will you please let us know if the following statements are correct?

The contract was entered into by you with Louis I. DeWitt, an individual, and covered 2.08 miles of grading of the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, Oregon, contract 18 PM 1296. The bond was written by the Columbia Casualty Company.

Thanking you for your verification of the above information, we are

Very truly yours,

Dey, Hampson, Nelson

17/24

#1296

26. L

H. B. G.

I think that is just a copy of a letter from this Company to the Surety in response to their request for certain information. We have had no correspondence with them as far as I can find. I made note of the amount of their claim.

O.
plies
EGON

Knives
Files
Saws
Sager:
Logging Tools
Axes
Roebling:
Blue Center
Wire Rope
Johns-Manville
Pipe Covering
Packing
Roofing
Link & Belt:
Transmission
Pulleys
Chain
Conneaut:
Shovels
Austin-Western:
Road Machinery
Rock Crushers
Mallory:
Logging Blocks
A. P. Greene:
Empire Fire Brick
Quik-Pach Plaster
'Sairset
Tool-Steel:
Wedges and Sledges
Pipe:
Fittings
Valves
Belting:
Nott's Leather
Conveyor
Rubber
Plumbing-Heating:
Sheet Metal
Supplies
Hose:
Fire Protection
Suction
Steam
Garden
Hardware:
Nails
Bolts
Tools
Corrugated:
Roofing
Culvert
Electrical:
Supplies

Roy B Klein
Salem Ore
~~Columbia Casualty Co.,~~
~~315 Montgomery St.,~~
~~San Francisco, Calif.~~

Gentlemen:

In accordance with your request, we enclose herewith a statement of the account of Lewis I. DeWitt, for materials purchased and used on his road construction work in Klamath Falls.

You will note the total is $1,357.10 and is Ok'd by Mr. DE Witt. We understand that check to cover will be forthcoming the second week in September.

Yours truly,

LORENZ CO

By Geo P Davis
G. P. Davis

[illegible]:c

RECEIVED
SEP 1931

#12-96

LORENZ CO.
Mill and Industrial Supplies
KLAMATH FALLS, OREGON

26.L

September 1, 1931.

DISTRIBUTORS:

Fairbanks-Morse:
Diesel Engines
Motors
Engines
Pumps
Scales

Simonds:
Tool Bits
Knives
Files
Saws

Sager:
Logging Tools
Axes

Roebling:
Blue Center
Wire Rope

Johns-Manville
Pipe Covering
Packing
Roofing

Link & Belt:
Transmission
Pulleys
Chain

Conneaut:
Shovels

Austin-Western:
Road Machinery
Rock Crushers

Mallory:
Logging Blocks

A. P. Greene:
Empire Fire Brick
Quik-Pach Plaster
'Sairset

Tool-Steel:
Wedges and Sledges

Pipe:
Fittings
Valves

Belting:
Nott's Leather
Conveyor
Rubber

Plumbing-Heating:
Sheet Metal
Supplies

Hose:
Fire Protection
Suction
Steam
Garden

Hardware:
Nails
Bolts
Tools

Corrugated:
Roofing
Culvert

Electrical:
Supplies

COPY

Ray B Klein
Salem Ore
~~Columbia Casualty Co.,~~
~~315 Montgomery St.~~
~~San Francisco, Calif.~~

Gentlemen:

In accordance with your request, we enclose herewith a statement of the account of Lewis I. DeWitt, for materials purchased and used on his road construction work in Klamath Falls.

You will note the total is $1,357.10 and is Ok'd by Mr. DE Witt. We understand that check to cover will be forthcoming the second week in September.

Yours truly,

LORENZ CO

By Geo Davis
G. . Davis

RECEIVED
SEP 1931

[illegible]:[illegible]c

#1296

26-b

August 29, 1931

Columbia Casualty Company,
Mr. H. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed on August 27, 1931, in the office of the Secretary of State, by W. W. Smith, doing business as Klamath Falls Brick & Tile Company, against Louis I. DeWitt for materials furnished him in connection with the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County--State Highway Contract No. 1296.

This is for your information as you appear as surety on the bond furnished by Mr. DeWitt in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Louis I. DeWitt,
Klamath Falls,
Oregon.

August 29, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Edith Libby

Dear Sir:

Acknowledgment is made of the receipt of your letter of August 27th, in which you enclosed copies of notice of claim filed by R. W. Smith, doing business as Klamath Falls Brick & Tile Company against Louis I. DeWitt for materials furnished him in connection with the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County--State Highway Contract No. 1296.

We are today forwarding a copy of the notice to the contractor, Mr. DeWitt, and also a copy to his surety, the Columbia Casualty Company.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

COPY

To The State of Oregon

Notice is hereby given that the undersigned R. W. Smith, doing business as Klamath Falls Brick & Tile Company, has a claim for materials furnished, consisting of brick, in the sum of $26.20, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Oregon, on the Terminal City-Klamath Falls section thereof, 2.08 miles grading, being Project No. 1872, Contract No. 1296.

R. W. SMITH

doing business as Klamath Falls
Brick & Tile Company.

ENDORSED;
File No. 1001
Filed August 27, 1931
HAL E. HOSS, Secretary of State.

tary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 29 1931
OREGON
STATE HIGHWAY COMMISSION

August 27, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by R. W. Smith, doing business as Klamath Falls Brick and Tile Company, for materials furnished in the sum of $26.20, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section on the Dalles-California Highway in Klamath County.

We are enclosing a copy of this notice for your information and file together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly adknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Lively

EL:L

August 27, 1931

Columbia Casualty Company,
W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copies of notice of claims filed recently in the office of the Secretary of State by:

Claimant	Amount
Earl H. Jack	$5,850.40
J. E. Stewart	290.88
F. L. provost	102.75
Dennis Provost	96.08
I. W. Titus	119.00
L. D. Titus	54.84
Bob Mayr	327.25
B. Raptte	131.00
L. J. Newton	158.48
William Buell	207.00
Floyd Webb	65.50
E. V. Moore	145.25
W. S. Johnson	104.25
L. Shappell	122.25
Theodore Steinbach	90.71
Jess McDonald	129.25
F. E. Stilwell	110.69
Bob Mosier	105.50
Anton Olson	112.44
Joe Martin	77.35
W. Y. Miller	45.38
Bob Hill	127.35
Edgar Bell	126.50
W. A. Olson	60.35
Baldwin Hardware Co.,	62.00

Columbia Casualty Co.,
Page 2.

Claimant	Amount
Eugene DeWit	75.50
Oscar D. Stilwell	250.70
John English	67.33
Charles E. Coovert	15.00
Klamath Machine and Locomotive Works	1,880.16
L. J. Newton (corrected claim)	169.25

against Louis I. DeWitt for labor, supplies and materials furnished him in connection with the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County—State Highway Contract #1296.

This is for your information as you appear as surety on Mr. DeWitt's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

CJ

CC Mr. Louis I. DeWitt,
2300 Biehn St.,
Klamath Falls, Ore.

August 27, 1931

Mr. Hal E. Hoss,
Secretary of State,
Capitol Building.

Attention of Edith Libby.

Dear Sir:

This will acknowledge receipt of your letters of recent date, enclosing copies of notice of claims filed by:

Claimant	Amount
Earl H. Jack	$5,889.40
J. W. Stewart	299.08
F. L. Provost	102.76
Dennis Provost	95.08
I. W. Titus	119.00
L. D. Titus	64.64
Bob Mayr	327.25
B. Raptto	131.00
L. J. Newton	158.45
William Duall	207.00
Floyd Webb	65.50
E. V. Moore	145.25
W. S. Johnson	104.26
L. Shappell	122.25
Theodore Steinbach	90.71
Jess McDonald	128.25
F. W. Stilwill	110.69
Bob Mosier	106.50
Anton Olson	112.44
Joe Martin	77.53
W. Y. Miller	45.38
Bob Hill	127.33
Edgar Bell	126.50
W. R. Olson	60.55
Baldwin Hardware Co.,	62.00

Claimant	Amount
Eugene DeWit	$ 73.50
Oscar D. Stilwell	230.70
John English	67.35
Charles K. Coovert	15.00
Klamath Machine and Locomotive Works	1,380.16
L. J. Newton (corrected claim)	168.05 and 3.20

against Louis I. DeWitt for labor, supplies and materials furnished Mr. DeWitt in connection with the grading of the Terminal City-Klamath Falls Section of the The Dalles-California Highway in Klamath County, being State Highway Contract No. 1296.

We are today forwarding copies of the notices to the contractor, Mr. DeWitt, and also copies to the surety on his bond, the Columbia Casualty Company of New York.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

#1296

PR-26-6

August 26, 1931

Mr. E. L. McDougal,
Attorney at Law,
American Bank Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 25th inst., requesting that further payments to Louis I. DeWitt in connection with the contract awarded to him by the State Highway Commission for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway be held pending further advice from you.

We shall endeavor to comply with your request. In the meantime, I wish to say that our engineer reports that Mr. DeWitt has not quit the job, but went to San Francisco to consult with the agents of the bonding company concerning financial matters. He is expected back on the job within the next few days. The work, in the meantime, is going on under the direction of his foreman and will be completed within the time limit, which is August 31.

Our engineer's report indicates that there was some labor difficulty in connection with this job, which is the reason why claims are now being filed.

We received in today's mail a notice of claim of G. J. Earnest in the sum of $174.50 for blacksmith work performed for Mr. DeWitt in connection with this project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

August 25, 1931

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Attention MR. H. B. GLAISYER.

Gentlemen:

Re: Louis I. DeWitt - Contractor

I am writing you as attorney for the Columbia Casualty Company, a corporation, who carried a contractors bond on Louis I. DeWitt who had the contract for the construction of the Terminal City-Klamath Falls section of The Dalles-California Highway. Apparently Mr. DeWitt is no longer personally on this job and has left without leaving an address. The following claims have been presented against the Columbia Casualty Company as DeWitt's bondsmen:

Baldwin Hardware Co., Klamath Falls, Ore. Supplies	$62.09
F. W. Stilwell, Klamath Falls, Ore. labor	110.69
Klamath Machine & Locomotive Wks., Klamath Falls, rentals, labor and material	1380.16
Earl H. Jacks, Klamath Falls, Oregon, trucking contractor	3824.90
TOTAL	$5377.84

We know of at least one other claim in the amount of some $370.00 which will be filed. No other claims have been presented but from experience anticipate that there probably are others outstanding.

We understand that there is due Mr. DeWitt from the Oregon State Highway Commission on estimates up to August 15, 1931, the sum of $6192.56 and that there will be an additional amount covering work from August 15, 1931 to the completion of the contract. In addition to this, we believe you have a retained percentage of $2407.22.

We are attempting to locate Mr. DeWitt whom we understand may be in San Francisco, with the idea of obtaining an assignment of his claim against the Oregon State Highway Commission so that all of these claimants, as well as the bonding company, may be protected. In the meantime we would thank you to refrain from putting into the possession of Mr. DeWitt any money or moneys that he might have coming because of this contract from the State Highway Commission until such time as we are able to ascertain the extent of the indebtedness of Mr. DeWitt and to the end that all claimants may be amply protected.

Yours very truly,

E L McDougal

E. L. MC DOUGAL

ELM:EK

NOTED
CARL F. SMITH

ANSWERED
H. B. G.

#1296
Klamath Co
PR 261B

August 26, 1931

Mr. G. J. Earnest,
515 Broad St.,
Klamath Falls, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 24th inst., in which you advise us of your claim in the sum of $174.50 against Louis I. DeWitt to whom the State Highway Commission awarded the contract for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway.

In connection with this project, Mr. DeWitt furnished the State with a surety bond for the protection of claims incurred against the job. This bond was written by the Columbia Casualty Company for whom W. E. Taylor is local agent, with offices in the American Bank Bldg., Portland, Oregon.

If you do not secure satisfaction from Mr. DeWitt, I would suggest that you take the matter up with the bonding company and also file notice of your claim with the Secretary of State in conformance with the provisions of Section 2991, Oregon Laws for 1920, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

August 26, 1931

Columbia Casualty Company,
Mr. W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from G. J. Earnest of Klamath Falls, advising us of his claim against Louis I. DeWitt for services rendered Mr. DeWitt in connection with his contract for the construction of the Terminal City-Klamath Falls Section of The Dalles-California Highway, State Highway Contract No. 1236.

This information is given you as you appear as surety on the bond furnished by Mr. DeWitt in this instance.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ
CC Louis I. DeWitt
Klamath Falls

STATEMENT

KLAMATH FALLS, OREGO. gust 24 1931

M Louis I DeWitt

IN ACCOUNT WITH

G. J. EARNEST

SUCCESSOR TO MEISSNER SHOP

GENERAL REPAIRING - BLACKSMITHING - HORSESHOEING

515 BROAD STREET

PHONE 314 OPPOSITE OAKS HOTEL

Shank up 37 Pcs. Steel	27	75
Sharpen 547 Pcs. Steel	136	75
Sharpen 4 only Shovel Teeth	3	00
Repair brake bands--new ends	2	50
Repair draw bar irons on compressor	4	50
	174	50

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISS

STATEMENT

KLAMATH FALLS, OREGO August 24 1931

M Roy A. Klein--State Hwy. Engineer

Salem, Oregon

IN ACCOUNT WITH

G. J. EARNEST

SUCCESSOR TO MEISSNER SHOP

GENERAL REPAIRING - BLACKSMITHING - HORSESHOEING

515 BROAD STREET

PHONE 314

OPPOSITE OAKS HOTEL

Enclosed you will find invoice of Blacksmith labor for the month of August on DeWitt Highway job. Am not able to collect for same from Louis I. DeWitt so am referring to you. Trusting you will tend to this matter, I remain,

Yours truly,

G.J. Earnest

Earnest

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. G.

#1296
Klamath Co
PR26B

August 25, 1931

Balzer Machinery Company,
275 Pine Street,
Portland, Oregon.

Attention: R. L. Balzer, Mgr.

Gentlemen:

In response to your inquiry of August 28th we wish to advise that the bond in connection with the Louis I. De Witt contract No. 1296 - Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County was furnished by the Columbia Casualty Company for whom W. E. Taylor, American Bank Bldg., Portland, Oregon, is resident agent.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

WAREHOUSE
314 E. 6TH STREET

OFFICE - ATWATER 7803
WAREHOUSE - EAST 3047

BALZER MACHINERY COMPANY

CONTRACTORS EQUIPMENT - LOGGERS EQUIPMENT

275 PINE STREET
Multnomah Hotel Corner
PORTLAND, OREGON

Aug. 22, 1931

Oregon State Highway Dept.,
Salem,
Oregon.

Gentlemen:

Will you please advise us the name of the bonding company on the Terminal City-Klamath Falls section of The Dalles-California highway under contract to Lewis I. DeWitt?

Thanking you in advance for this information, we remain

Yours very truly,

BALZER MACHINERY COMPANY,

Per R L Balzer

Manager.

RLB:AS

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

August 25, 1931

PR 26 b

Shell Oil Company,
1213 Westlake Ave. North,
Seattle, Wn.

Gentlemen:

Your letter of the 20th inst., addressed to Hal Hoss, Secretary of State, has been forwarded to this Department as it concerns a contract awarded by the State Highway Commission.

The contract awarded to Louis I. DeWitt is for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County. Mr. DeWitt is the principal contractor.

The bond furnished by Mr. DeWitt was written by the Columbia Casualty Company for whom W. E. Taylor is local agent with offices in the American Bank Building, Portland, Oregon. The number of the contract is 1298, and is for 2.08 miles of grading work.

The amount of the contract is $52,096.30; the bond furnished was in a like amount.

The specified date of completion is August 31, 1931 and we have been informed that it is likely that he will complete the work within the time limit.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

PETROLEUM PRODUCTS

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Aug. 20, 1931

Mr. Hal Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir: RE: LOUIS I. DE WITT

We are commencing to make deliveries to a contractor, Louis I. De Witt, who is working on the Terminal City-Klamath Falls Revision of the Dalles California Highway, which calls for 2-8/10 miles of grading. We shall appreciate your giving us the following information:

Is he the principal or sub-contractor? Description of the work; the name of the bonding company furnishing surety and the name of the agent; the amount of the job in dollars and the amount of the bond in dollars; the length of the contract and approximate time required to complete the job; also, date set for completion.

Yours very truly,

SHELL OIL COMPANY

CFB:S

Credit Department

8/24/31 Respectfully referred to the State Highway Commission.

STATE DEPARTMENT.

SECRETARY OF STATE
RECEIVED
AUG 2 1931
HAL E. HOSS

ANSWERED
H. B. G.

OSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 24, 1951

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

We are enclosing for your attention a letter received from the Shell Oil Company, Seattle, Washington, requesting information covering State Highway work.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

ANSWERED
H. B. G.

[illegible] 1951

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 24, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Klamath Machine and Locomotive Works for labor and supplies furnished in the sum of $1,380.16, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

KLAMATH MACHINE & LOCOMOTIVE WORKS, INC
Engineers, Founders and Machinists

Railroad - Sawmill - Logging - Contractors Equipment
and
Mill Supply Store

Telephone 291 P. O. Box 206 Klamath Falls, Oregon

August 22, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned Klamath Machine and Locomotive Works, has a claim for machine, blacksmith and welding labor and supplies furnished in connection with the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway in Klamath County, in the sum of $1,380.16, against the bond taken from Louis I. DeWitt and Columbia Casualty Company for the work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

KLAMATH MACHINE AND LOCOMOTIVE WORKS

BY- F. B. Stillewell

FBS:S

ENDORSED;
File No.998
Filled August 24, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Klamath Machine and Locomotive Works for machine, blacksmith and welding labor and supplies furnished in connection with the grading of the Terminal-City-Klamath Falls Section of the Dalles-California Highway in Klamath County, in the sum of $1,380.16, against the bond taken from Louis I. DeWitt and Columbia Casualty Company for the work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County, with the original notice of claim filed in the office of the Secretary of State on August 24, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of August, A. D. 1931.

Hal E Hoss

Secretary of State

By Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 24, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a corrected notice of claim by L. J. Newton for labor furnished in the sum of $166.05, and materials furnished in the sum of $5.20, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file together, with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith [illegible]

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, L. J. Newton, has a claim for labor performed as a truck driver in the sum of $166.03, and for materials furnished in amount of $3.20, all between the dates of June 15th, 1931, and August 18th, 1931, inclusive, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York , for work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296. This notice is made to correct the former notice filed by L. J. Newton in the office of the Secretary of State on August 21st, 1931, as the amount given in the former notice was in error.

L. J. NEWTON

ENDORSED;
File No.999
Filed August 24, 1931
HAL. E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of corrected notice of claim by L. J. Newton for labor performed as a truck driver in the sum of $186.03, and for materials furnished in amount of $3.20, all between the dates of June 15th, 1931, and August 18th, 1931, inclusive, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 24, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 24th day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

FORM 2-9-1 F-22376 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

August 22, 1931

PR 26-b

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Attached hereto is a copy of a letter from Mr. Seeley regarding Contractor, Louis I. DeWitt, who holds the contract for grading of the Terminal City-Klamath Falls section.

I came from there yesterday, and was over the road yesterday morning; the work is very nearly completed and is in fair condition. It will be completed by the end of this month unless something happens to hold up the work.

I just had a call from Mr. Seeley, and he said Mr. DeWitt, after leaving the Job, first went to Portland to see his bonding company then finding that, due to the fact his bond was taken out in San Francisco, it was necessary for him to go to San Francisco. He is at that place now and will be back on the job very shortly. It seems that there are considerable unpaid bills around Klamath Falls that have developed on this work. We have advised them to make their claim to the Highway Commission, after they find that they cannot collect from the Contractor direct. ~~They~~ We have also advised them the Contractor is fully protected by bond.

Very truly yours

WM. E. CHANDLER
Division Engineer

WEC:V

RECEIVED
AUG 26 1931

AN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

Klamath Falls, Oregon

IN REPLY PLEASE
REFER TO FILE NO. ....

August 20, 1931

Copy

Mr. Wm. E. Chandler
Division Engineer
Grants Pass, Oregon

Dear Sir:

I have a copy of the letter dated August 19th from the Secretary of the Highway Commission, to your office requesting information concerning a rumor that Louis I. DeWitt, the Contractor on the Terminal City-Klamath Falls job, has left for parts un-known, leaving a lot of un-paid bills.

From available information the present status of this matter is as follows:
It seems that there was some labor trouble on account of dissatisfaction of the men due to rates of pay or amounts paid the men the early part of this week. On August 18th, while DeWitt was in Portland, according to his superintendent, the foreman of the grading crew discharged the entire crew. It seems that the men got togeather and decided to quit. Instead of quitting, the grade foreman evidently told them that he would discharge them, as DeWitt was away and he could not pay them off. This information has been given me by DeWitt's superintendent. The superintendent got a new crew and worked the following day. One of DeWitt's shovel runners is acting as grade foreman and the work is going along alright.

The superintendent states that Mr. DeWitt is in Portland consulting with the finance company who bonded him. The job is practically completed except finishing. The entire job should be completed by August 31st which is the date specified for completion.

Respectfully,

C. C. Seeley
Res. Maint. Engr.

RECEIVED
AUG 26 1931

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 22, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Eugene DeWitt for labor furnished in the sum of $73.50, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Eugene DeWitt, has a claim for labor performed between July 25th, 1931, and August 17th, 1931, inclusive, in the sum of $73.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work as a pick and shovel man on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

EUGENE DEWITT

ENDORSED;
File No.994
Filed August 22, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Eugene DeWitt for labor performed between July 25th, 1931, and August 17th, 1931, inclusive, in the sum of $73.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work as a pick and shovel man on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 22, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 22, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Oscar D. Stilwell for labor furnished in the sum of $230.70, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Oscar D. Stilwell, has a claim for labor performed as a caterpillar driver and labor with pick and shovel, between July 1st, 1931, and August 20th, 1931, inclusive, in the sum of $250.70, against the bond taken from Louis I. DeWitt and Columbia Casualty Company , a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

OSCAR D. STILWELL

ENDORSED;
File No.995
Filed August 22, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Oscar D. Stilwell for labor performed as a caterpillar driver and laborer with pick and shovel, between July 1st, 1931, and August 20th, 1931, inclusive, in the sum of $230.70, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 22, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereor, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alice Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 22, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by John English for labor furnished in the sum of $67.33, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON;

Notice is hereby given that the undersigned, John English, has a claim for labor performed as a laborer with pick and shovel between the 1st day of August, 1931, and August 18th, 1931, inclusive, in the amount of $67.33, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work performed on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

JOHN ENGLISH

ENDORSED;
File No.998
Filed August 22, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by John English for labor performed as a laborer with pick and shovel between the 1st day of August, 1931, and August 18th, 1931, inclusive, in the amount of $67.33, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work performed on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 22, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 22, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Charles K. Coovert for labor furnished in the sum of $13.00, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file,together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond wovering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Charles K. Coovert, has a claim for labor performed as a laborer, operating a "Jack Hammer" between the 17th day of August, 1951, to and including the 20th day of August, 1951, in the amount of $15.00, against the bond taken from Louis I. DeWitt and the Columbia Casualty Company, a corporation of the State of New York, for work performed on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

CHARLES K. COOVERT

ENDORSED;
File No.997
Filed August 22, 1951
HAL E..HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Charles K. Coovert for labor performed as a laborer, operating a "Jack Hammer" between the 17th day of August, 1931, to and including the 20th day of August, 1931, in the amount of $13.00, against the bond taken from Louis I. DeWitt and the Columbia Casualty Company, a corporation of the State of New York, for work performed on the Dalles-California Highway in Klamath County, Oregon, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 22, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 22nd day of August, A. D. 1931.

Hal E Hoss

Secretary of State

Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG [illegible] 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Bob Mosier for labor furnished in the sum of $105.50, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OT OREGON:

Notice hereby is given that the undersigned, Bob Mosier, has a claim for labor performed from July 15, 1951 to August 17, 1951 inc. in the sum of $105.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

BOB MOSIER

ENDORSED;
File No. 986
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bob Mosier for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $105.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss
Secretary of State

Alene Phillips
DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Anton Olson for labor furnished in the sum of $112.44, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Anton Olson, has a claim for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $112.44 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

ANTON OLSON

ENDORSED;
File No. 987
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Anton Olson for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $112.44 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

Alene Phillips

HAL E. HOSS
Sec[illegible]y of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
[illegible] HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention:H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Joe Martin for labor furnished in the sum of $77.33, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowlecge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Joe Martin, has a claim for labor performed from July 24, 1951 to August 17, 1951 inc. in the sum of $77.35 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

JOE MARTIN

ENDORSED;
File No. 988
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Joe Martin for labor performed from July 24, 1931 to August 17, 1931 inc. in the sum of $77.33 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by W. Y. Miller for labor furnished in the sum of $45.38, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, W. Y. Miller, has a claim for labor performed from August 6, 1951 to August 17, 1951 inc. in the sum of $45.58 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

W. Y. MILLER

ENDORSED;
File No. 980
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. Y. Miller for labor performed from August 6, 1931 to August 17, 1931 inc. in the sum of $45.38 against the bond taken fom Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1298, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Bob Hill for labor furnished in the sum of $127.33, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, of desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Lively

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Bob Hill, has a claim for labor performed from August 1, 1931 to August 17, 1931 inc. in the sum of $127.35 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

BOB HILL

ENDORSED;
File No. 990
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bob Hill for labor performed from August 1, 1931 to August 17, 1931 inc. in the sum of $127.35 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

By Alene Phillips Deputy

Hal E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Floyd Webb for labor furnished in the sum of $65.50, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge the receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Lively

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Floyd Webb, has a claim for labor performed from July 15, 1951 to August 5, 1951, inc. in the sum of $65.50 against thebond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

FLOYD WEBB

ENDORSED;
File No. 979
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Floyd Webb for labor performed from July 15, 1931 to August 5, 1931 inc. in the sum of $65.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

Alice Phillips Deputy

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by E. V. Moore for labor furnished in the sum of $143.25, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section, of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, E. V. Moore, has a claim for labor performed from August 1, 1951 to August 17, 1951 inc. in the sum of $145.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1298.

E. V. MOORE

ENDORSED;
File No. 980
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by E. V. Moore for labor performed from August 1, 1931 to August 17, 1931 inc. in the sum of $145.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 19 31

Hal E Hoss
Secretary of State

By Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 21 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by W. S. Johnson for labor furnished in the sum of $104.25, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, W. S. Johnson, has a claim for labor performed from July 15, 1951 to August 17, 1951 inc. in the sum of $104.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

W. S. JOHNSON

ENDORSED;
File No. 981
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. S. Johnson for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $104.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E. Hoss
Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 21 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by L. Shappell for labor furnished in the sum of $122.25, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, L. Shappell, has a claim for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $122.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

L. SHAPPELL

ENDORSED;
File No. 982
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by L. Shappell for labor performed from July 15, 1931 to August 17, 1931 inc. in the sum of $122.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.06 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endoresements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Theodore Steinbach for labor furnished in the sum of $90.71, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Theodore Steinbach, has a claim for labor performed from July 15, 1931 to August 14, 1931 inc. in the sum of $90.71 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

THEODORE STEINBACH

ENDORSED;
File No. 985
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Theodore Steinbach, has a claim for labor performed from July 15, 1931 to August 14, 1931 inc. in the sum of $90.71 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

THEODORE STEINBACH

ENDORSED;
File No. 985
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Theodore Steinbach for labor performed from July 15, 1951 to August 14, 1951 inc. in the sum of $90.71 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1951 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1951.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

Hal E. Hoss
Secretary of State

C. N. Laughridge,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Jess McDonald for labor furnished in the sum of $129.25, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Jess McDonald, has a claim for labor performed from June 21, 1931 to August 19, 1931 inc. in the sum of $129.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

JESS MCDONALD

ENDORSED;
File No. 985
Filed August 21, 1931
HAL E. HOSS, Secbetary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Jess McDonald for labor performed from June 21, 1931 to August 19, 1931 inc. in the sum of $129.25 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by F. W. Stilwill for labor furnished in the sum of $110.69, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, F. W. Stilwell, has a claim for labor performed from July 1, 1931 to August 17, 1931 inc. in the sum of $110.69 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

F. W. STILWELL.

ENDORSED;
File No. 984
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. W. Stilwell for labor performed from July 1, 1931 to August 17, 1931 inc. in the sum of $110.69 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss
Secretary of State

BY Alese Phillips DEPUTY

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. W. Stilwell for labor performed from July 1, 1931 to August 17, 1931 inc. in the sum of $110.69 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Earl H. Jack for four trucks furnished in the sum of $3859.40, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned Earl H. Jack has a claim for four trucks furnished at the agreed rate of $2.50 per hour each between the dates of July 1st, 1931 and August 20th, 1931, amounting to the sum of $5859.40, against the bond taken by Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York for the work of grading on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.06 Miles Grading, Project No. 1372, Contract No. 1296.

EARL H. JACK

ENDORSED;
File No. 969
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Earl H. Jack for four trucks furnished at the agreed rate of $2.50 per hour each between the dates of July 1st, 1931 and August 20th, 1931, amounting to the sum of $3859.40, against the bond taken by Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York for the work of grading on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss
Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 24 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by F. L. Provost for labor furnished in the sum of $102.75, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE

STATE OF OREGON:

Notice is hereby given that the undersigned, F. L. Provost, has a claim for labor performed, as a driller and laborer, from July 16th, 1931, to and including August 17th, 1931, in the amount of $102.73 against the bond taken from Louis Y. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work and labor performed on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

F. L. PROVOST.

ENDORSED;
File No. 971
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Provost for labor performed, as a driller and laborer, from July 16th, 1951, to and including August 17th, 1951, in the amount of $102.75 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work and labor performed on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1951 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1951.

Hal E Hoss

Secretary of State

BY Dean Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Dennis Provost for labor furnished in the sum of $95.02, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Dennis Provost, has a claim for labor performed from July 15th, 1931, to August 17th, 1931, inclusive, in the amount of $95.02 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1378, Contract No.1296.

X DENNIS PROVOST
his mark

D. P. Vanderley.

ENDORSED;
File No. 972
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Dennis Provost for labor performed from July 15th, 1951, to August 17th, 1951, inclusive, in the amount of $95.02 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1373, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1951 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements theron.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1951.

Hal E Hoss
Secretary of State

By Alene Phillips Deputy

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by I. W. Titus for labor furnished in the sum of $119.00, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of thos notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, I. W. Titus, has a claim for labor performed from July 25, 1931 to August 17, 1931. inc. in the sum of $119.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

I. W. TITUS.

ENDORSED;
File No. 975
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by I. W. Titus for labor performed from July 25, 1931 to August 17, 1931 inc. in the sum of $119.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

Hal E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 21 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: **Attention: H. B. Glaisyer, Chief Clerk**

This is to advise you that we have received and filed as of this date a notice of claim by L. D. Titus for labor furnished in the sum of $54.84, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, L. D. Titus, has a claim for labor performed from July 24, 1931 to August 17th, 1931 inc. in the sum of $54.84 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

L. D. TITUS

ENDORSED;
File No. 874
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by L. D. Titus for labor performed from July 24, 1931 to August 17th,1931 inc. in the sum of $54.84 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Bob Muyr for labor performed and a team and harness furnished in the sum of $327.23, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, Bob Muyr, has a claim for labor performed and a team and harness supplied in the sum of $527.23, from July 1st, 1931, to and including August 17th, 1931, against the bond taken by Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls, Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

BOB MUIR

ENDORSED;
File No. 975
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Bob Muyr for labor performed and a team and harness supplied in the sum of $527.23, from July 1st, 1931 to and including August 17th, 1931, against the bond taken by Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls, Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1298, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by B. Raptto for labor furnished in the sum of $131.00, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Livay

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, B. Raptto, has a claim for labor performed from July 16, 1931, to August 17th, 1931, inc. in the sum of $131.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1572, Contract No. 1296.

B. RAPTTO

ENDORSED:
File No. 976
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by B. Raptto for labor performed from July 16, 1931 to August 17th, 1931 inc. in the sum of $131.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

[illegible] E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

AUG [illegible] 1931
OREGON
[illegible] COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by L. J. Newton for labor furnished in the sum of $138.45, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, L. J. Newton, has a claim for labor performed from July 15, 1951 to August 18, 1951 inc. in the sum of $158.45 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.06 Miles Grading, Project No. 1572, Contract No. 1296.

L. J. NEWTON

ENDORSED:
File No. 977
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by L. J. Newton for labor performed from July 15, 1931 to August 18, 1931 inc. in the sum of $158.45 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E. Hoss

Secretary of State

By Alene Phillips Deputy

Hal E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 21 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by J. W. Stewart for labor performed and truck hire in the sum of $299.88, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice is hereby given that the undersigned, J. W. Stewart, has a claim for labor performed and truck hire from the 7th day of July, 1931, to and including the 20th day of August, 1931, in the sum of $299.88, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

J. W. STEWART.

ENDORSED;

File No. 970

Filed August 21, 1931

HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. W. Stewart for labor performed and truck hire from the 7th day of July, 1931, to and including the 20th day of August, 1931, in the sum of $299.88, against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E. Hoss
Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by William Buell for labor furnished in the sum of $207.00, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, William Buell, has a claim for labor performed from July 8, 1931 to August 17, 1931, inc. in the sum of $207.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1298.

WILLIAM BUELL

ENDORSED:
File No. 978
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by William Buell for labor performed from July 8, 1931 to August 17, 1931, inc. in the sum of $207.00 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss
Secretary of State

BY Alene Phillips DEPUTY

Hal E. Hoss
Secretary of State

C. N. Laughrige,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

August 21, 1931

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Baldwin Hardware Company for materials furnished in the sum of $62.09, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON :

Notice is hereby given that the undersigned, Baldwin Hardware Company, an Oregon corporation, has a claim for materials furnished in the sim of $62.09, with interest thereon at the rate of 6% per annum from June 9th, 1931 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

BALDWIN HARDWARE COMPANY,
an Oregon corporation,

By WILL W. BALDWIN
President

ENDORSED;
File No. 993
Filed August 21, 1931
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Baldwin Hardware Company, an Oregon corporation, for materials, furnished in the sum of $62.09, with interest thereon at the rate of 6% per annum from June 9th, 1931, against the bond taken from Louis I. De Witt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by Edgar Bell for labor furnished in the sum of $126.50, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section, of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, Edgar Bell, has a claim for labor performed from July 15, 1951 to August 17, 1951, inc. in the sum of $126.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

EDGAR BELL

ENDORSED;
File No. 991
Filed August 21, 1951
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Edgar Bell for labor performed from July 15, 1931 to August 17, 1931, inc. in the sum of $126.50 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on the Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE,
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 21, 1931

RECEIVED
AUG 27 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem, Oregon

Gentlemen: Attention: H. B. Glaisyer, Chief Clerk

This is to advise you that we have received and filed as of this date a notice of claim by W. R. Olson for labor furnished in the sum of $60.35, against the bond taken from Louis I. DeWitt, principal, and Columbia Casualty Company, surety, for work of grading the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We are enclosing a certified copy of this notice for your information and file, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract, and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

HAL E. HOSS

Secretary of State.

By Edith Libby

EL:L

TO THE STATE OF OREGON:

Notice hereby is given that the undersigned, W. R. Olson, has a claim for labor performed from July 15, 1931 to August 11, 1931 inc. in the sum of $60.55 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296.

W. T. OLSON

by ANTON OLSON

Guardian

ENDORSED;
File No. 992
Filed August 21, 1931
HAL E. HOSS, SECRETARY OF STATE

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by W. R. Olson for labor performed from July 15, 1931 to August 11, 1931 inc. in the sum of $60.35 against the bond taken from Louis I. DeWitt and Columbia Casualty Company, a corporation of the State of New York, for the work on The Dalles-California Highway in Klamath County, Terminal City-Klamath Falls Section, 2.08 Miles Grading, Project No. 1372, Contract No. 1296, with the original notice of claim filed in the office of the Secretary of State on August 21, 1931 and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of August, A. D. 1931.

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

#1296

PR26B

August 21, 1931

Klamath Machine & Locomotive Works, Inc.,
P. O. Box 206,
Klamath Falls, Oregon.

Attention of Mr. F. B. Southwell.

Gentlemen:

We have your letter of the 19th inst., advising us of your claim in the sum of $1,200.00 against Louis I. DeWitt for labor and material furnished Mr. DeWitt in connection with the contract awarded him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway in Klamath County.

In connection with this contract, Mr. DeWitt was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered as protection for your claim. We would suggest that you take the matter up with the agent for the surety company. The bond was written by the Columbia Casualty Company, for whom W. E. Taylor is local agent, with offices in the American Bank Building, Portland, Oregon.

I would also suggest that you file a notice of your claim with the Secretary of State, in conformance with the provisions of Section 2991, Oregon Laws for 1920, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

August 21, 1931

Columbia Casualty Company,
Mr. W. E. Taylor, Agent,
American Bank Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from Klamath Machine & Locomotive Works, Inc., of Klamath Falls, in which they advise us of their claim in the sum of $1,200.00 against Louis I. DeWitt, being for labor and material furnished him in connection with the contract awarded to him by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section of the Dalles-California Highway in Klamath County.

We give you this information as you appear as surety on the bond, furnished in connection with this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC Louis I. DeWitt,
2800 Biehn St.
Klamath Falls, Ore.

CARL F. GERLINGER, PRESIDENT DR. R. E. LEE STEINER, VICE-PRESIDENT A. C. GERLINGER, SECRETARY-TREASURER

KLAMATH MACHINE & LOCOMOTIVE WORKS, INC.
ENGINEERS, FOUNDERS AND MACHINISTS
RAILROAD - SAWMILL - LOGGING - CONTRACTORS EQUIPMENT
AND
MILL SUPPLY STORE

TELEPHONE 291 P. O. BOX 206 KLAMATH FALLS, OREGON

August 19,,1931.

Mr. Roy A.Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

We are having difficulty in collecting from Louis DeWitt who has the contract for highway work near Pelican City. Todate he has purchased labor and material from us amounting to better than $1,200.00, and we have not been able to collect. We now understand that he has left Klamath Falls with quite a number of other bills unpaid, and we are writing to you to get your advice as to the proper steps to take to get our money.

Your prompt advice will be appreciated.

Very truly yours,

KLAMATH MACHINE AND LOCOMOTIVE WORKS

BY- F. B. Southwell

FBS:S

RECEIVED
AUG 21 1931

ANSWERED
H. B. G.

PR 2613

August 19, 1931

William E. Chandler
Division Engineer
Oregon State Highway Dept.
Grants Pass, Oregon

Dear Sir:

We have just heard a rumor to the effect that Louis I. DeWitt, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway, has left the job for parts unknown with a lot of unpaid bills behind him.

This may be an idle rumor but we would like to have it confirmed. Will you kindly investigate and advise? Also advise us whether or not the job is completed.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW

cc C. C. Seeley

#1296
Klamath

PR26B

August 19, 1931

Baldwin Hardware Company
412 Main Street
Klamath Falls, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 18th instant advising us that you have a claim against Louis I. DeWitt, a contractor, to whom the State Highway Commission awarded the contract for the grading of the Terminal City-Klamath Falls Section of The Dalles-California Highway.

In connection with this contract the State Highway Commission required Mr. DeWitt to furnish a surety bond for the protection of claims incurred against the project. This bond is offered to you for your protection. It was written by the Columbia Casualty Company for whom W. E. Taylor is the local agent with offices in the American Bank Building, Portland, Oregon. Would suggest that you file notice of your claim with the surety company and also with the Secretary of State in accordance with the provisions of Section 2991 of the Oregon Laws for 1920, a mimeographed copy of which we inclose.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:FW
Inc.

August 19, 1931

Columbia Casualty Company
W. E. Taylor, Agent
American Bank Building
Portland, Oregon

Gentlemen:

We hand to you herewith a copy of a letter which we received in todays mail from the Baldwin Hardware Company in which they advise us of their claim against Louis I. DeWitt in connection with the contract awarded by the State Highway Commission to Mr. DeWitt for the construction of the Terminal City-Klamath Falls Section of the Dalles-California Highway.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:PW
Inc.

cc Louis I. DeWitt
2300 Biehn Street
Klamath Falls, Oregon

#1296

ELECTRIC HE[illegible]G AND COOKING DEVICES : GENUINE EDISON MA[illegible]A [illegible]
R. C. A. RADIOS

JOHN DEERE
FARM MACHINERY
G. E. MOTORS
GAS ENGINES
PUMPING PLANTS
PRESSURE SYSTEMS

GEO. T. BALDWIN
ESTABLISHED 1875

BALDWIN HARDWARE COMPANY
COMPLETE LINE OF
HARDWARE AND MILL SUPPLIES
KLAMATH FALLS, OREGON

MAJESTIC RANGES
PAINTS AND OILS
CROCKERY
SPORTING GOODS
WARM AIR
FURNACES

412 MAIN STREET

PHONE 261

August 18, 1931

RECEIVED
AUG 19 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

The Baldwin Hardware Company has furnished items such as shovels, axes, etc., to Louis I. DeWitt, contractor on a grading job for the State Highway Commission between Pelican City and Klamath Falls.

Mr. DeWitt has made a great many promises and has failed to keep them. The job is nearing completion and we ask you for advice as to how best to proceed in the collection of this account. Perhaps it is not within your sphere to advise in matters of this sort, but the writer feels that we do not want to cause the commission or Mr. DeWitt any unnecessary trouble. Consequently if you can give us any advice, we will appreciate it.

Yours very truly,

BALDWIN HARDWARE COMPANY

By HCWaugh

Manager.

HCW:H

ANSWERED
H. B. G.

A4pr 9925

Form P. R. 2

EMERGENCY FEDERAL AID

State Oregon

Project No. 26, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 20th day of June, 1931 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 8th day of April, 1931, a project statement, which was approved by the Secretary on the 5th day of May, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for Section B of said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 7th day of May 1931, and approved by the Secretary on the 1st day of July, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seventeen thousand, six hundred fifty-two and 96/100 dollars ($17,652.96) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $17,652.97, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from State funds available to the Highway Department
(Include amount, date, and citation of act of legislature by which authorized)

~~*(b) By the county~~ under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by
(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 0+30 at the north city limits of Klamath Falls at the intersection of First Street and Vanness Avenue, and survey station 109+00 in the N.W.¼ of Sec. 18, T.38 S., R.9 E., W.M.,

terminal points, a distance of 2.023 miles, known locally as the Klamath Falls-Terminal City Section of The Dalles-California Highway, between Klamath Falls and Fort Klamath, Klamath County, being Oregon Emergency Federal Aid Project No. 26, Section B.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) It is mutually agreed that, prior to or immediately following completion of the improvement contemplated under this agreement, the Highway Department will undertake the construction of a bridge over the tracks of the Southern Pacific Railroad, between survey stations 14+60 and 16+45, in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or his authorized agents. No Federal Aid shall be paid under this agreement for the construction of said bridge, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction ~~of~~ Section B of said project shall not in any event exceed the sum of seventeen thousand, six hundred fifty-two and 96/100 dollars ($17,652.96), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-five thousand, three hundred five and 93/100 dollars ($35,305.93), the approved total estimated cost ~~of~~ Section B of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....~~

~~(Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ...., upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: .... (Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

CANCELLED

~~*(b) By the ...., upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: .... (Include reference to statute authorizing funds and probable amount annually available)~~

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit:~~ ....

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 1st day of July, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By W H Lynch
Member, State Highway Commission
(Title of officer)

By C K Spaulding
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

[SEAL]

[SEAL]

ARS

R. W. Dunlap
Acting *Secretary of Agriculture.*

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 0+30 at the north city limits of Klamath Falls at the intersection of First Street and Vanness Avenue, and survey station 109+00 in the N.W.¼ of Sec. 18, T.38 S., R.9 E., W.M., locally known as the Klamath Falls-Terminal City Section of The Dalles-California Highway, between Klamath Falls and Fort Klamath, and Klamath County, Section B, designated in the records of this Department as Emergency Federal Aid Project No. 26.1, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 35,305.93 as the total estimated cost of Section B of said project, and the sum of $ 17,652.96 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 1st day of July one thousand nine hundred and Thirty - one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

[illegible] p 26 13

PR*

[illegible]

DR.

25

85

Total 617.10

cc Roy A. Klein: This is copy of bill which Mr. C. C. Seeley asked that we forward to you. This is in connection with power line which was damaged by Louis E. DeWitt, contractor, on the highway near Pelican City.

NOTED
State Highway Engineer

S. E. Probert,
Office Engineer.

SEP:ER

encl.

cc W. E. Chandler

NOG

Do you know anything special about this?

RHK

No. Probably [illegible] [illegible] nothing about it.

PR#

Terminal He

DR.

65

617.10

Total

cc Roy A. Klein: This is copy of bill which Mr. C. C. Seeley asked that we forward to you. This is in connection with power line which was damaged by Louis E. DeWitt, contractor, on the highway near Pelican City.

NOT EL

State Highway Engineer

R. H. Probert,
Office Engineer.

[illegible]

encl.

cc W. R. Chandler

PP#

Termin

Kl

615

REV. 10 M 8-31

NO.

DATE July 8, 1931

Louis I. DeWitt

Klamath Falls, Oregon

TO THE CALIFORNIA OREGON POWER COMPANY, DR.

OFFICE AT Klamath Falls, Oregon

Estimated cost to repair damaged line shot down in blasting. This covers work which will have to be done in the future	455 25
Work already completed	161 85
Total	617.10

cc Roy A. Klein: This is copy of bill which Mr. C. C. Seeley asked that we forward to you. This is in connection with power line which was damaged by Louis I. DeWitt, contractor, on the highway near Pelican City.

NOTED
State Highway Engineer

S. H. Probert,
Office Engineer.

SHP:MR

encl.

cc W. R. Chandler

P.R 26 B

PR#
Terminal City –
Klamath Falls

June 12, 1931.

Mr. C. C. Sealey,
Resident Highway Engineer,
Klamath Falls, Oregon.

Dear Sir:

In reply to your letter of June 11th, this will advise that Louis L. DeWitt, being a new contractor in this State, will be required to pay for his industrial accident insurance at the base rate, which, for ordinary highway construction operations, is 2.75 per cent until July 1st, and 3.25 per cent after July 1st.

We have no special headwall plans for double pipe culverts. The blueprint enclosed shows the standard design for rubble masonry headwalls for single pipe culverts and we see no reason why this design could not be applied to a double pipe installation by simply increasing the distance between the wingwalls. In order to facilitate the tamping of earth between the two lines of pipe, we would suggest that the pipe be laid 12 inches or possibly 18 inches apart.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

cc W. E. Chandler

pR26B

June 8, 1931

Mr. Louis I. De Witt,
Woodlake,
California.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Terminal City-Klamath Falls Section on the Dalles-California Highway in Klamath County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

P R 26-B

June 1st, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to your letter of May 29th, relative to the Terminal City-Klamath Falls Project (Federal Aid Project No. 26-B).

No order has as yet been issued for the construction of the overhead crossing at Station 15+37, but the State Public Utilities Commissioner, in company with a representative of the Southern Pacific Railway Company, has looked the situation over on the ground, and has indicated that he will arrange for a hearing in the very near future. The Southern Pacific Railway Company has indicated that it will not oppose the construction of an overcrossing at that location.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:ER

Form 89--C-10767--2M--12-28

FK 2613

JUN 4 1931
OREGON
STATE HIGHWAY COMMISSION

O GON STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 30, 1931 192

Job name Klamath Falls-Terminal City Revision of The Dalles-California Highway

Week from May 24 to May 30

Mail address Klamath Falls

Highway The Dalles-California

Telegraph or telephone address " "

County Klamath Job prefix 18 P N

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Fair.

Contractor started operating his shovel on May 26th. He operated a single shift of eight hours up to May 28th when he started doubling with two eight hour shifts. He is using a Northwest witha $1\frac{1}{4}$ Yd. dipper.

At the request of this office an engineer from the Dunsmuir division office of the S.P.Railroad made an inspection of the points where our slopes would require retaining wall or hand placed rock slopes to avoid extensions of the slopes onto the S.P. right of way. Mr. Taylor the S.P. engineer stated that the proposed extensions of our slopes onto the S.P. right of way could probably be arranged for except on the section between Station ~~84~~ 85 and ~~86~~ 87 where a hand placed rock slope or a retaining wall would be necessary. A survey will be made to determine the quantities and estimated costs of the rock slopes and walls. A force order will be issued on the completion of this survey to cover the work not included by unit prices in the contract.

Several tests have been made on pipe manufactured by the local Concrete Pipe Company with Mount Hebron sand. Some of this pipe did not pass the test. The Concrete Pipe Company then ordered Marysville sand which was used with satisfactory results. In the meantime the local pipe company ordered some pipe from Eugene. The 36" size failed to pass the test and was not allowed to be used. The Eugene company phoned that they were in doubt as to the accuracy of the tests and were advised by the Resident Engineer toc come down and be present when tests were made. To date no representative of this company has come to Klamath Falls. A letter has been written to Mr. Finkbiner requesting him to send to this office a Loadmeter which has been tested and sealed by the proper authorities. This has not yet been received.

(See back of this sheet for instructions and detailed information.)

Signed C. C. Seeley

Title Res. Maint. Engr.

GRADING CONSTRUC N

Total miles of grading in project 2.08

Miles completed None

Miles completed except finishing None

Total cubic yards in project 81,600 Estimated

Cubic yards moved to date 4100 Estimated

Miles covered by contractor's forces 2.08

Miles cross-sectioned 2.08

Miles cross-sections completed and checked 2.08

Miles to be remeasured 2.08

Number men in Engineering Party 3

Contractor's average force for week 28 men,
1 teams, 1 steam shovels
6 Trucks

Grading work will be completed about August 15, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,
.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,
.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 18 P N Percentage 100
2. .... Percentage
3. .... Percentage
4. .... Percentage

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

May 29, 1931

26-B

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The estimate dated May 18, 1931, is today being forwarded with our recommendation for approval as the basis of agreement for Oregon Emergency Federal Aid Project No. 26-B.

We have transposed the gross and net lengths as given on the estimate and have inserted the word "Concrete" for each of the pipe items.

Please advise whether or not the Public Service Commission has as yet issued an order for the construction of the overhead crossing at Station 15+37.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Terminal City - Klamath Falls.

May 18

RECEIVED
JUN 1 1931
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

rK26B

Form 80---C-10767—2M—12-28

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 23, 1931, 192....

Job name Klamath Falls-Terminal City Revision Grading Project

Week from May 17 to May 23

Mail address Klamath Falls

Highway The Dalles-California

Telegraph or telephone address " "

County Klamath Job prefix 18 P N

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Good.

Contractor started right of way clearing on May 21st. He states that his equipment was shipped from California on May 20th and should arrive at Klamath Falls in a few days. Excavation should start the first of next week.

The matter of allowing the toe of our embankment slopes to extend over upon the right of way of the S.PRailroad, has been taken up by letter with Mr. Givan, S.P. Div. Engineer at Dunsmuir, Calif. If this can be arranged, considerable expense in the construction of hand placed rock slopes can be avoided.

RECEIVED
MAY 26 1931
GRANTS PASS DIV. OFFICE

RECEIVED
MAY [illegible] 1931

(See back of this sheet for instructions and detailed information.)

Signed C C Seeley

Title Res. Maint. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.08

Miles completed None

Miles completed except finishing None

Total cubic yards in project 81,600 Estimated

Cubic yards moved to date None

Miles covered by contractor's forces 2.08

Miles cross-sectioned 2.08

Miles cross-sections completed and checked 1.5

Miles to be remeasured 2.08

Number men in Engineering Party 2

Contractor's average force for week 12 *men,*

None *teams,* None *steam shovels*

Grading work will be completed about August 15, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating, Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 18 P N *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

ER26B

May 22, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Enclosed herewith are six copies of estimate as basis for project agreement for the Terminal City-Klamath Falls Section, Emergency Project No. 26-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/EH.

encl.

Oregon State Highway Department Emergency Project No. 26-B.

TERMINAL CITY-KLAMATH FALLS SECTION

OF THE DALLES-CALIFORNIA HIGHWAY IN KLAMATH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 16, 1931.

All Required		Clearing and Grubbing		$ 1,000.00
69,000	cu. yds.	Common Excavation	$0.265	18,285.00
12,060	" "	Solid Rock Excavation	0.40	4,824.00
110,000	yd. sta.	Overhaul	0.02	2,200.00
9,500	yd. mi.	Truck Haul	0.18	1,710.00
45	cu. yds.	Rubble Masonry	17.00	765.00
100	lin. ft.	12-inch Culvert Pipe	1.14	114.00
700	" "	18-inch " "	1.80	1,260.00
100	" "	24-inch " "	2.35	235.00
370	" "	36-inch " "	4.19	1,550.30
		Sub-total		$32,096.30
		10% Engr. and Cont.		3,209.63
		Total		$35,305.93

Length of Project, Net 2.058 Miles
" " Overcrossing (non-participating) 185 feet .035 "
" " Project, Gross 2.023 "

Cost per mile, $17,452.23

Estimated percentage of work to be completed on September 1, 1931, 100%.

Federal Aid requested	$17,652.96	(50%)
Emergency Advance Funds requested	17,652.97	
Total	$35,305.93	

State funds for maintenance: Chapter 41, Laws 1931.

PR26B

May 20, 1931

Elliott & Kidd
1272 Willamette Street
Eugene, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Burchard Creek-Paradise Creek Section of the Umpqua Highway in Douglas County.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

PR 26 B

May 19, 1931

Mr. Louis I. De Witt
Klamath Falls, Oregon

Dear Sir:

I am returning herewith the three letters of recommendation which you handed to me in Portland at the Highway Commission meeting on May 14. I thought you would like to retain these for use elsewhere when it might be desirable to do so.

Very truly yours

State Highway Engineer

RAK:HI

OWL TRUCK CO., INC.

Trucking - Teaming - Excavating
Rotary Mud

General Offices
COMPTON, CALIFORNIA

COPY

Coalinga, Calif.
May 11, 1931

To whom it may concern:

Mr. Louis I. Dewitt has worked for our company off and on for the past three years, both on contract and rental basis.

We have found him in every case very capable and has completed every job he done for us very satisfactory.

Would be very glad to reccomend him to anyone requiring such services.

Yours very truly,
Owl Truck Co., Inc.

(Sgd) G. H. MEERS
Superintendent

COPY

Coalinga, California
May 11th. 1931.

To Whom This May Concern:

This will certify that the undersigned, in his capacity as Superintendent of Transportation for the Standard Oil Company of California, has during the past three years employed the bearer, Louis De Witt in various jobs and work, particularly on road construction jobs. He is a hard worker, always willing to do more than is really actually expected of him.

Mr. De Witt is fully trustworthy and has always while in my employ performed his duties and has proven himself an especially hard worker; he has had much experience in handling men and jobs calling for good sound judgment and has met these requirements at all times.

I feel that anyone needing the services of such a man will make no mistake in employing Mr. De Wit, and I will be glad to assist him in any way possible.

Yours very truly,

(Sgd) CHAS. S. EASTLAND

Superintendent of Transportation,
Standard Oil Co. of California.

COPY

Coalinga, California.
May 11th, 1931.

To Whom this may concern:

I have personally known the bearer, Louis De Witt for a period of about three years; and have during that period had ocassion to employ him in various capacities of trust many times.

His work has always been most satisfactory, and he has always proved himself worthy of any trust placed in him; Mr. De Witt is a man of sterling character, a man of ability and a man in whom the highest trust can at all times be placed.

I feel that he is capable of doing whatever job he is willing to attempt and believe that he will give utmost satisfaction in whatever capacity he works.

It would be considered a personal favor to the undersigned should any favor or courtesy be extended to him.

Yours very truly,

(Sgd) C. L. GIBONEY

Superintendent,
Associated Oil Company.

REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT
J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME

Received at

PR125 47 DL=YA SANFRANCISCO CALIF 12 405P

ROY A KLEIN= 966

STATE HIGHWAY ENGINEER SALEM ORG=

HAVE BEEN UNSUCCESSFUL TRACING DEWITT AT WOODLAKE THRU BANKS AND OTHERWISE BUT WILL HAVE REPORT FROM COALINGA TOMORROW STOP HE IS NOT A MEMBER ASSOCIATED GENERAL CONTRACTORS HERE BUT UNDERSTAND HE IS LICENSED CONTRACTOR IN CALIFORNIA STOP UNABLE SO FAR TO FIND WHERE HE WORKED FOR US=

SAWYER SHELL OIL CO. 9438

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

LID:ND

Louis T. DeWitt

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS	
DL	Day Letter
NM	Night Message
NL	Night Letter
LCO	Deferred Cable
CLT	Cable Letter
WLT	Week-End Letter

MAY 8

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR32 9=YA SANFRANCISCO CALIF 8 933A

ROY A KLEIN=
=STATE HIGHWAY ENGINEER SALEM ORG=

HAVING DIFFICULTY TRACING DEWITT BUT SHOULD HAVE REPORT TOMORROW=

SHELL OIL COMPANY.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

LID:ND

Louis T. DeWitt

OF SERVICE DESIRED

DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER	✓	DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF
WESTERN UNION TELEGRAM

SALEM ORG MAY 7 1931

J S SAWYER

MANAGER ASPHALT DIVISION SHELL OIL CO 200 BUSH ST SAN FRANCISCO CALIF

WILL YOU GET ME A REPORT WITHIN NEXT TWO DAYS ON LOUIS I DEWITT OF WOODLAKE CALIFORNIA WHO WAS LOW BIDDER ON THIRTY TWO THOUSAND DOLLAR GRADING CONTRACT IN KLAMATH COUNTY STOP CLAIMS TO HAVE WORKED FOR SEVERAL OIL COMPANIES INCLUDING SHELL FOR PAST FOUR YEARS BUILDING ROADS AND EXCAVATING AT SANTA FE SPRINGS AND KETTLEMEN HILLS FIELDS

ROY A KLEIN

LID:ND

Louis I. DeWitt

RECEIVED
MAY 7 1931
OREGON
STATE HIGHWAY COMMISSION

Woodlake, Calif.,
May 5, 1931.

Mr. Roy A. Klein,
State Dep't. of Highways,
Salem, Ore.

Dear Sir:

I am inclosing statements regarding my Experience, Equipment, and Financial Standing as you requested in your telegram.

May I say that in regard to my equipment, I have the intention of renting trucks, compressor, and whatever other machinery or tools I might need on the Klamath Falls-Terminal City work.

In regard to my not being prequalified with the California Department of Public Works, may I say that I have never done this as my work has always been with Private Companies and I have not bid any state work in California.

Very truly yours,

Louis I. DeWitt

LID:MD

RECEIVED
MAY 7 1931
OREGON
STATE HIGHWAY COMMISSION

EXPERIENCE

General Superintendent for C.C. Vanderboom & Son, of Milwaukee, Wis. for 3 years, from 1919 to 1922.

General Superintend for Earl C. Jones, Salamance, N.Y. for 5 years from 1922 to 1927.

I have been contracting for myself from 1927 to present date in California. I have worked almost exclusively for the Oil Companies in Santa Fe Springs and Kettlemen Hills, building roads and doing general excavating.

For references as to my ability and faithful performance of the above work, I might refer you to the Standard Oil Co. of California, Shell Oil Co., Associated Oil Co., Texaco Oil Co.,, Milham Oil Co. , all at Kettlemen Hills, Calif.; and the Owl Truck Co. at Compton, Calif.

Louis J. De Witt

RECEIVED
MAY 7 1931
OREGON
STATE HIGHWAY COMMISSION

FINANCIAL STATEMENT

ASSETS

Cash on hand	$2200.00
Notes receivable (secured)	3500.00
Accounts receivable	500.00
Salable merchandise	1000.00
Machinery & Tools (value)	9000.00
Total assets	$ 16200.00

LIABILITIES

Note (not due until Oct.1, 1931)	$1200.00
Total Liabilities	$1200.00

Louis J. De Witt.

RECEIVED
MAY 7 1931
OREGON
STATE HIGHWAY COMMISSION

EQUIPMENT

1 Northwest Shovel	Model 104	Capacity 1-1/4 yds.
1 Tractor	Model 20	
1 Truck		

Louis J. De Witt.

REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-S

SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
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LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR33 113=VISALIA CALIF 5 1038A 1931 MAY 5 AM 10 57

ROY A KLEIN=

STATE DEPT OF HIGHWAYS SALEM ORG=

HAVE SENT VIA AIR MAIL FINANCIAL EXPERIENCE AND EQUIPMENT STATEMENTS PER YOUR REQUEST=

LOUIS I DEWITT.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

MAY 15 1931

CONFIRMATION

FORM H. O. 332 DITTO 50M 3-31 PRINT[illegible] S. A.

SHELL OIL COMPANY

SAN FRANCISCO

1646/WU 47 DL

pR26B.

COPY OF OUTGOING TELEGRAM

TO

ROY A KLEIN
~~STATE HIGHWAY ENGINEER~~
SALEM OREGON

DATE

MAY 12 1931

359P

HAVE BEEN UNSUCCESSFUL TRACING DEWITT AT WOODLAKE THRU BANKS AND OTHERWISE BUT WILL HAVE REPORT FROM COALINGA TOMORROW STOP HE IS NOT A MEMBER ASSOCIATED GENERAL CONTRACTORS HERE BUT UNDERSTAND HE IS LICENSED CONTRACTOR IN CALIFORNIA STOP UNABLE SO FAR TO FIND WHERE HE WORKED FOR US

SAWYER SHELL OIL COMPANY

RECEIVED
MAY 13 1931

CONFIRMATION

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

PR 26B.

May 11, 1931

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

Confirming information previously given you, the Secretary of Agriculture on May 5th approved Oregon project statement No. 26, revised, involving the improvement of 17.4 miles of the Modoc Point-Klamath Falls Section - The Dalles-California Highway between Fort Klamath and Klamath Falls, in Klamath County, for which the preliminary estimate of cost amounts to $250,000, the preliminary estimate of cost for the portion to be next improved amounting to $25,000.

The Secretary made his approval subject to the condition formerly imposed and subject to the further condition that there be incorporated in the project agreement an appropriate clause providing for future surfacing.

Very truly yours,

W H Lynch

W. H. Lynch
District Engineer

MAY 1931

Form 39—E-17100—2M—6-30

FR26B

O GON STATE HIGHWAY DEPARTM T

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 9, 1931, 193....

Job name Klamath Falls North-Terminal City
Grading Project
Highway The Dalles-California
County Klamath Job prefix 18 P N

Week from May 3 to May 9
Mail address Klamath Falls
Telegraph or telephone address " "
Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Weather: Fair.

Field party restaked centerline and are now cross-sectioning. County Court has been requested to take whatever action is required in connection with obtaining all right of way on this section, so that the contractor can take possession and start construction not later than May 15th which is the specified date for the actual beginning of the grading work. The Court has stated that this will be done.

To date, the contractor has not appeared at this office. As the time for starting the work is May 15th, it is recommended that the contractor be notified to start as soon as possible in order that the job may be completed on August 15th, which is the time specified in the contract for completion.

RECEIVED
13 1931
OFFICE

(See back of this sheet for instructions and detailed information.)

Signed C. C. Seeley

Title Res. Maint. Engr.

GRADING CONSTRUC[illegible]N

Total miles of grading in project 2.08

Miles completed None

Miles completed except finishing None

Total cubic yards in project 81,600 Estimated

Cubic yards moved to date None

Miles covered by contractor's forces None

Miles cross-sectioned 1¼

Miles cross-sections completed and checked None

Miles to be remeasured 2.08

Number men in Engineering Party 3

Contractor's average force for week None *men,*

None *teams,* None *steam shovels*

Grading work will be completed about August 15, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

[illegible] SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

[illegible] PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 16 P H *Percentage* 100
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

PR26B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 26-B, the bids for which were opened on April 30, 1931.

The project statement for this project was approved by the Secretary on May 5, 1931, and you are hereby advised of our prior concurrence in the award of the contract as of this date to Louis I. DeWitt, Lakewood, California, who submitted the low bid of $32,096.30.

Plans, specifications and estimates for this project are today being recommended for approval.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
MAY 8 1931
OREGON
STATE HIGHWAY COMMISSION

Ens

PR 26 B.

April 28, 1921.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Our Resident Engineer, Mr. C. C. Seeley, at Klamath Falls, is very anxious to have returned to him the plotted cross-sections for the Terminal City-Klamath Falls Grading Project (F. A. Project No. 26-B).

Kindly, therefore, forward the sections to Mr. Seeley as soon as you have completed such examination of them as you may wish to make.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

April 23, 1931.

Mr. W. E. Chandler,
Division Highway Engineer,
Grants Pass, Oregon.

Dear Sir:

Reference is made to your letter of April 21st, requesting that the cross-sections for the Terminal City-Klamath Falls Project be returned to Mr. Seeley.

These cross-sections are now in the hands of the Bureau of Public Roads at Portland, but we are writing to the Bureau requesting that the sections be sent to Mr. Seeley as soon as they have completed such examination of them as they may wish to make.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc Mr. C. C. Seeley

SIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
GRANTS PASS, OREGON

April 21st
1 9 3 1

Mr. S. H. Probert
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:-

Will you please return at your very earliest convenience cross sections and other original data for the Klamath Falls-Terminal City project.

You can return this directly to Mr. Seeley.

Yours truly,

Division Engr.

WEC/F

ER-26-B

April 22, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five bid proposals for the Terminal City-Klamath Falls Section, Emergency Project No. 26-B. Five sets of blueprint plans and one set of original cross-sections for this project are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

R. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

Oregon State Highway Department Emergency Project No. 26-B

TERMINAL CITY-KLAMATH FALLS SECTION

OF THE DALLES-CALIFORNIA SECTION IN KLAMATH COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, April 22, 1931.

All Required	Clearing and Grubbing	$	$ 500.00
69,000 cu. yds.	Common Excavation	.30	20,700.00
12,600 cu. yds.	Solid Rock "	.75	9,450.00
110,000 yd. stas.	Overhaul	.05	5,500.00
9,500 yd. mi.	Truck Haul	.20	1,900.00
45 cu. yds.	Rubble Masonry	3.00	135.00
100 lin. ft.	12" Culvert Pipe	1.25	125.00
700 " "	18" " "	2.00	1,400.00
100 " "	24" " "	3.00	300.00
270 " "	36" " "	5.00	1,350.00
	Sub-total		$39,660.00
	10% Engr. & Cont.		3,966.00
	Total		$43,626.00

Length of Project, net 2.015 miles
" " Overcrossing (non-participating) 229 feet .035 .043 "
" " Project, Gross 2.058 miles
038

Cost per mile, $21,650.62

Federal Aid Funds Requested $21,813.00 (50%)
Emergency Advance Funds Requested 21,813.00

$43,626.00

Estimated percentage of work to be completed on September 1, 1931 - 100%

Apr, 13, 1931

NASH:

Mr. Klein took the following project statements to Portland and will mail them to the Bureau office this P. M.:

N. Unit, Weiser Spur-Ontario Section - Bit. Macadam.
Lancaster-Vale Section -
Modoc Point-Klamath Falls Section -

All copies were taken along.

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

NT

T

mentary thereto

April 8, 1931.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Modoc Point-Klamath Falls Sec., The Dalles-California Highway

2. Between control points of official description: Fort Klamath and Klamath Falls

3. Between intermediate control points if used: ________ and ________

County of Klamath

4. Length in miles (gross) 17.4 (net) 17.4

5. Preliminary estimate of cost: Total, $ 250,000; section of road to be first improved, $ 25,000,

of which $________ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ________ (Amount.)

Sufficient to insure completion, current income, Chap. 175, Laws 1917; Chap. 21, Laws 1920.
(Source; refer to statute.)

(b) County ________
(Amount.) (Source; refer to statute.)

8—3073

STATE Oregon

PROJECT NO. 26 (Revised)
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) April 8, 1921.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Modoc Point-Klamath Falls Sec., The Dalles-California Highway

2. Between control points of official description: Fort Klamath and Klamath Falls

3. Between intermediate control points if used: ________ and ________

County of Klamath

4. Length in miles (gross) 17.4 (net) 17.4

5. Preliminary estimate of cost: Total, $ 250,000; section of road to be first improved, $ 25,000, of which $________ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State: ________ (Amount.)

Sufficient to insure completion, current income, Chap. 175, Laws 1917; Chap. 21, Laws 1920.
(Source; refer to statute.)

(b) County ________
(Amount.) (Source; refer to statute.)

8—8073

7. Funds for maintenance to be provided by State (State or (and) county.), from the following sources: Current Income, Chapter 41, Laws 1927. (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by tne State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon.

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission,
(Official title of Highway Department.)

By

Chairman,
(Title of officer.)

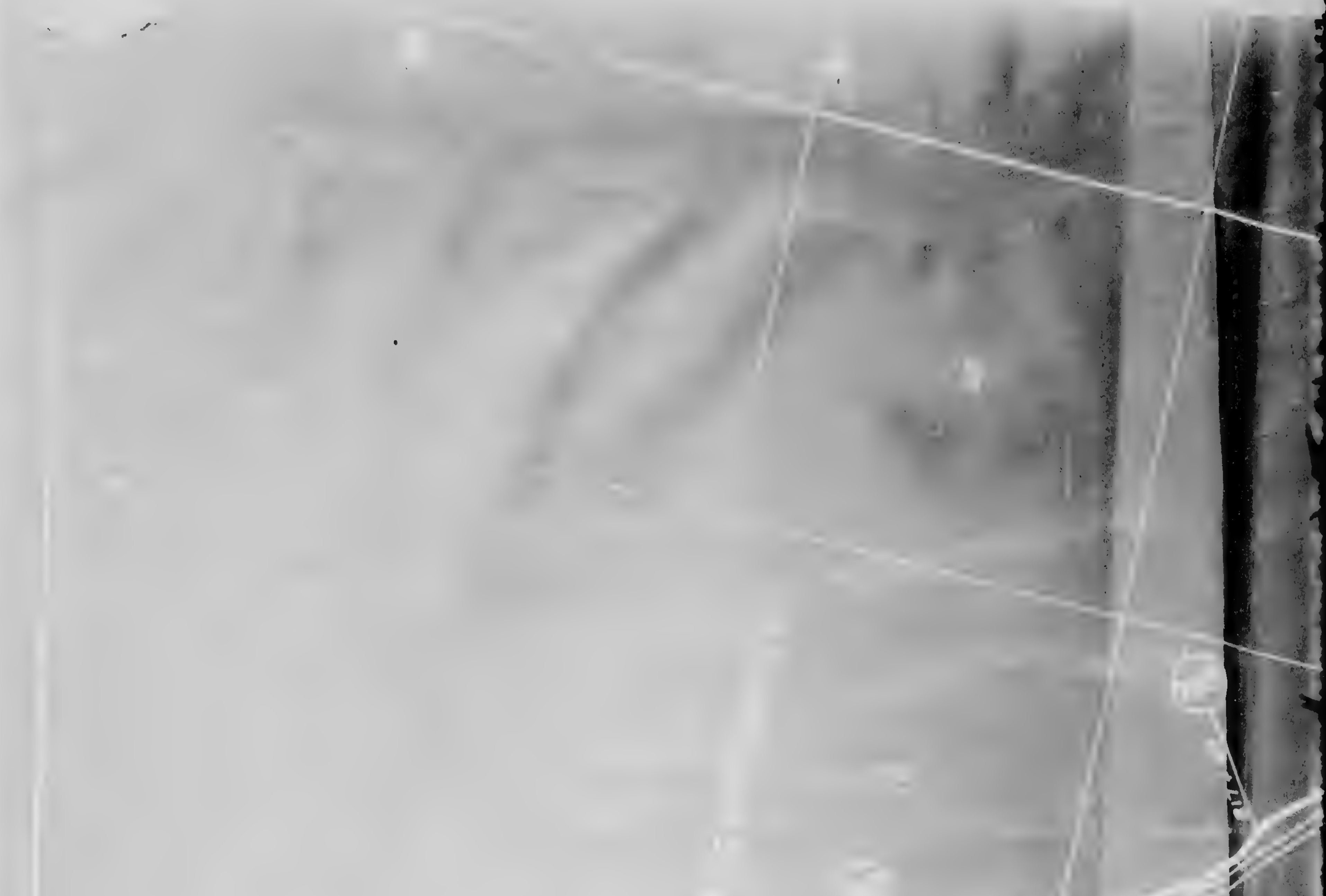
By

Commissioner,
(Title of officer.)

By

Commissioner,
(Title of officer.)

GOVERNMENT PRINTING OFFICE 8—8072



UPPER
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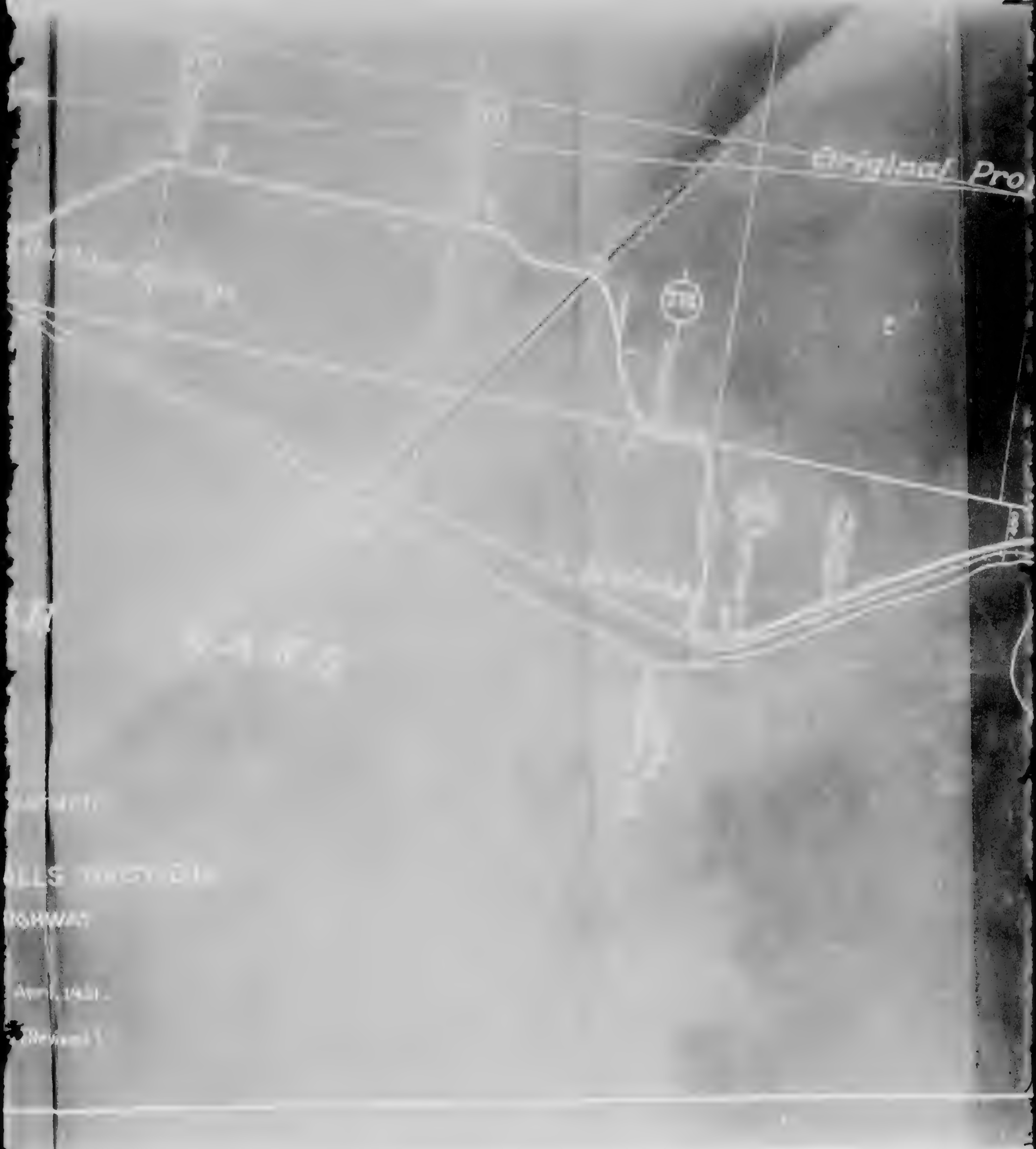
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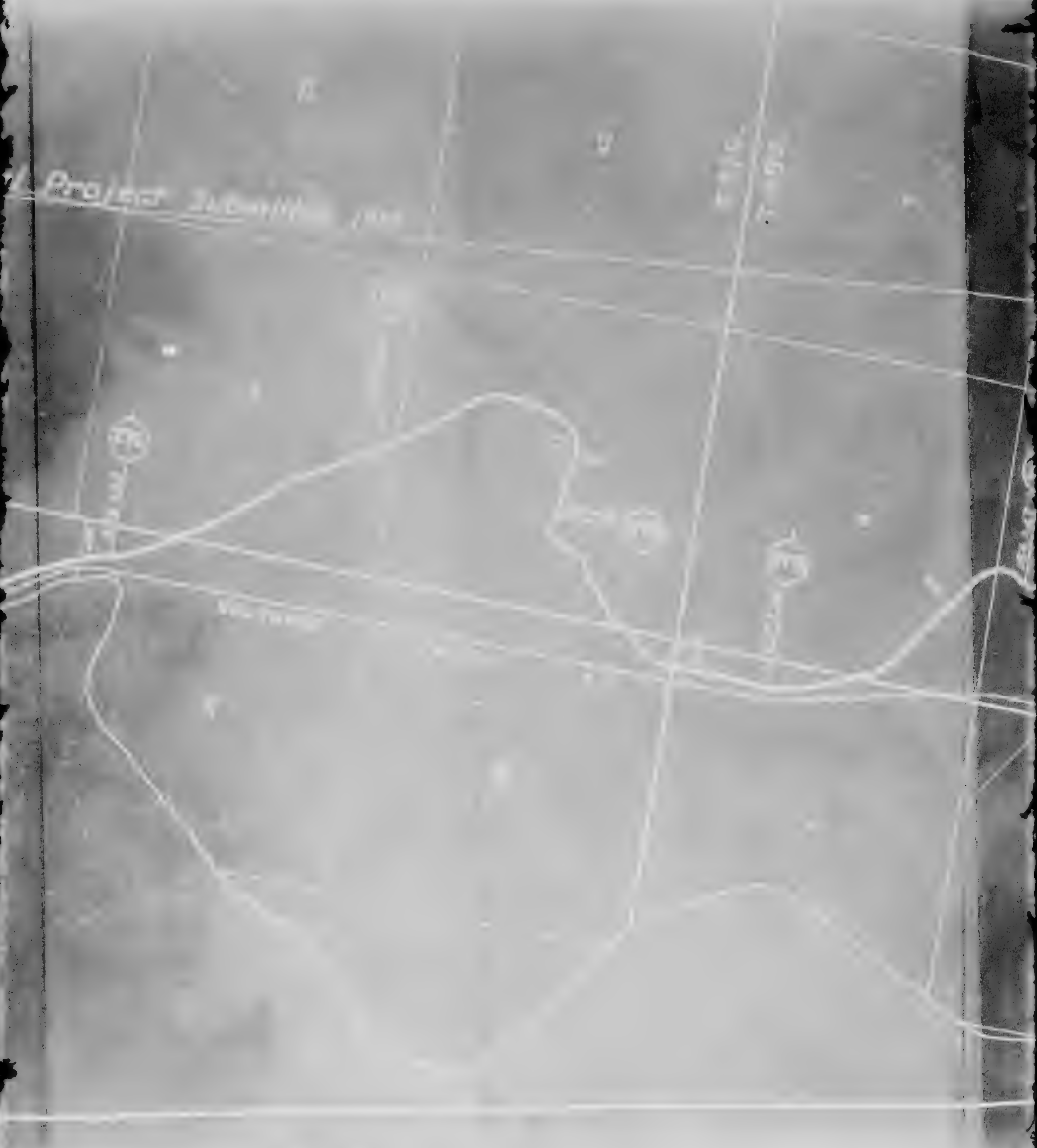
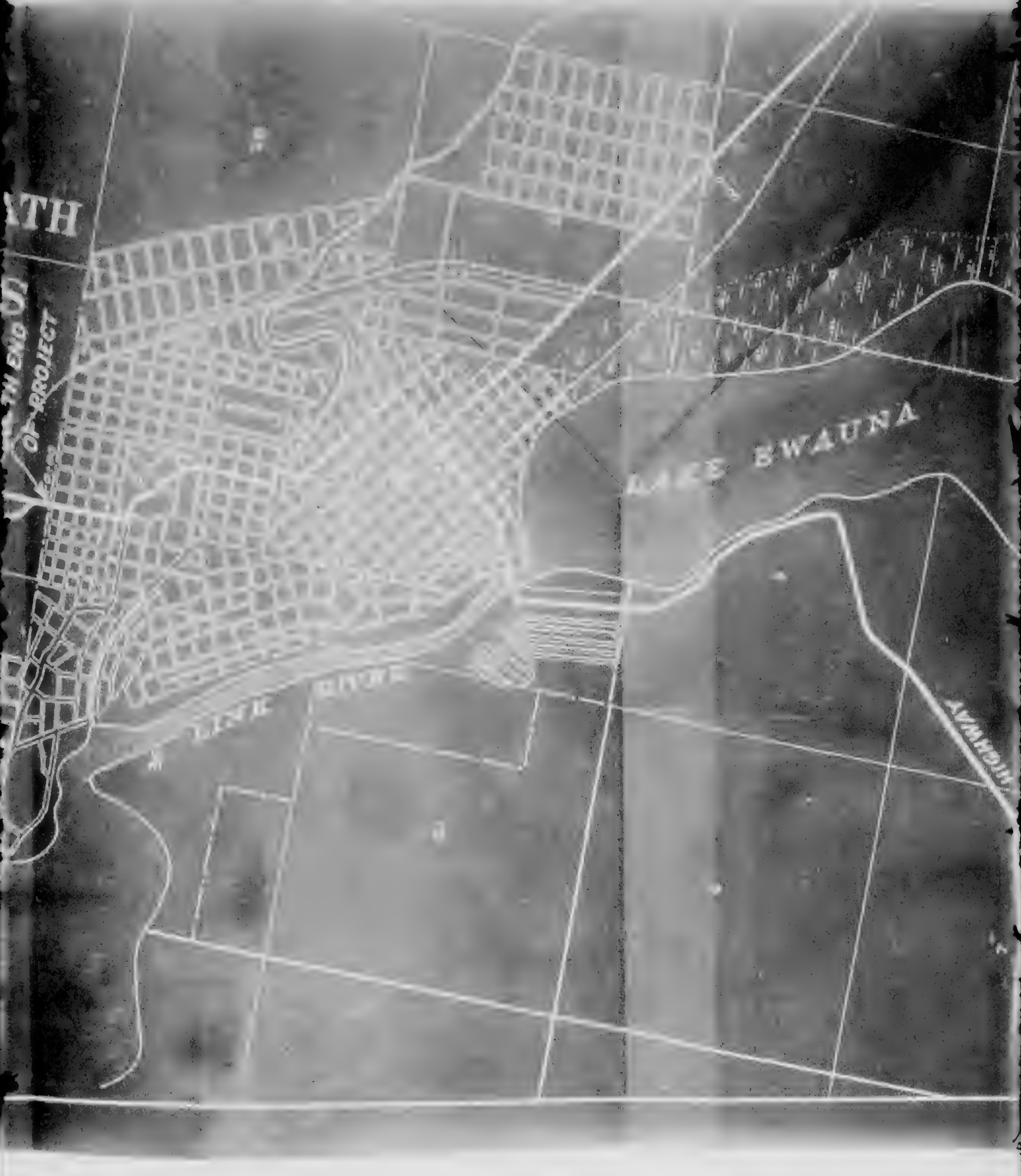

Project

KLAMATH
FALLS


ATH
TH END OF PROJECT
LAKE EWAUNA
LINK RIVER
HIGHWAY

CONTRACT #1297,
1339,

169a

January 5, 1933

Mr. Aubrey L. Fletcher
Attorney and Counsellor at Law
Vale, Oregon

Dear Sir:

Reference is made to your letter of the third instant, stating that the certified copy of contract of Terteling & Sons, recently sent you, is not complete as to the signatures of the parties on page 99.

I believe that it would be better if you would return this copy to me for correction. I shall be pleased to make these corrections and return the copy immediately to you.

Relative to the charges for this certified copy wish to say that we make no charge for service of this kind.

According to the provisions of Chapter 280, Oregon Laws for 1931, in order to secure a certified copy of a contract of this nature, an affidavit of claim shall be filed with the proper officer. Our records fail to disclose that you have furnished us with such an affidavit; therefore, we shall expect you to send it to us at your early convenience in order to complete our files on the subject.

Very truly yours

Secretary

HBG:AJ

Aubrey L. Fletcher
Attorney and Counsellor at Law
Vale, Oregon

January 3rd 1933

RECEIVED
JAN 5 - 1933
STATE HIGHWAY
OREGON

Mr. R.H.Baldock
State Highway Engineer
Salem, Oregon.

Dear Sir: I received your letter of December 28th enclosing certified copy of the Terteling & Sons contract for the grading of the East Unit of the Huntington-Slides Section of the Old Oregon Trail. The provisions of this contract with relation to the control of traffic and responsibility for damage is exactly what I desired.

I note however that you did not complete this copy as to the signatures of the parties on page 99. I wish to offer this copy in evidence in court and it occurs to me that the absence of the signatures might occasion an objection on the ground that the same is not a complete copy. Would it not be possible for you to send me the data and let me copy the same onto this page ? I would feel much safer to have a completed copy. You did not state the amount of your charges for this, but I expected to pay what was right and still am willing to do so.

Yours Truly,

A. L. Fletcher

December 28, 1932.

Mr. Aubrey L. Fletcher,
Vale, Oregon.

Dear Sir:

In compliance with the request contained in your letter of December 24th, we are sending to you, under separate cover, a certified copy of the Terteling and Sons contract for the grading of the East Unit of the Huntington-Slides Section of the Old Oregon Trail. The provisions of the contract, which relate to the control of traffic and the responsibility for damage to property and injury to persons, appear on pages 4, 5 and 11 of the contract form and on sheet No. 9 of the special provisions which are bound in the contract form between pages 94 and 95.

The flagmen for the work performed under this contract were employees of the contractor.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:[illegible]

Aubrey L. Fletcher
Attorney and Counsellor at Law
Vale, Oregon

Dec.24th 1932

Secretary State Highway Commission

Salem, Oregon.

Dear Sir:

I wish to know whether the contract between your Commission and J.A.Terteling & Sons, involving the construction along the Oregon Trail of the Highway in Malheur County, about two miles from the Baker County line in the year 1931, includes a provision regarding the control of traffic by the contractors?

I have a damage suit against Terteling & Sons, arising out of a collision which took place on August 7th 1931, by reason of a heavy truck being backed forcibly upon and against the automobile of my client, which had been stopped by a flagman who seemed to be in charge of the traffic at that place. I desire to know whether this flagman was an agent of the State Highway Commission, or of the Contractors.

I rather assume that your contract contained a provision covering the regulation of traffic during such construction work and fixed the responsibility for injury to persons and property. If so, may I secure a copy of such contract.

Yours Very Truly,

A. L. Fletcher

#1339

169a

December 27, 1932

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agent,
Failing Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1339 for the construction of the Huntington Slides Section of the Old Oregon Trail in Baker and Malheur Counties has been completed by the contractors, Dunn & Baker, and that final settlement will be made by the State with said contractors for work done under said contract on or after January 6, 1933.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands insurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $70,499.54 including the final payment. Of this amount $74.83 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

169a

December 16, 1938

Fidelity and Deposit Company of Maryland
% Clarence D. Porter, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Commercial Tire Company against Dunn & Baker, highway contractors, in connection with the following jobs:

State Highway Contract No. 1580, bituminous macadam on Huntington-Slides Section of Old Oregon Trail in Baker and Malheur Counties;

State Highway Contract No. 1406, gravel surfacing of Lake County Line-Silver Creek Section of Central Oregon Highway in Harney County;

State Highway Contract No. 1544, bituminous macadam on Dillon-Biggs Section of Columbia River Highway in Wasco and Sherman Counties.

The claim is in the sum of $585.58 and is for labor and services performed, and materials furnished.

This notice is given you as you appear as surety on the bonds of the contractors.

Very truly yours

Secretary

AJ
cc Dunn & Baker
Box 451
Klamath Falls, Ore.

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 8 enclosing copies of notice of claim of Commercial Tire Company against the bond furnished by Dunn & Baker in connection with the following state highway contracts:

State Highway Contract No. 1339,
bituminous macadam on Huntington
Slides Section of Old Oregon
Trail in Baker and Malheur Counties;

State Highway Contract No. 1406,
surfacing of Lake County Line-
Silver Creek Section of Central
Oregon Highway in Harney County;

State Highway Contract No. 1344,
bituminous macadam on Dillon-
Biggs Section of Columbia River
Highway in Wasco and Sherman Counties.

Copies of the notice are being sent to the contractors and their surety.

Very truly yours

Secretary

AJ

NOTICE OF CLAIM

Portland, Oregon
Dec. 7th, 1932.

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Oregon State Highway Commission,
Salem, Oregon.

Re: Project No. 1344 - Dillon-Biggs Section of the Columbia River Highway
No. 1339 - Huntington Slides Section of the Old Oregon Trail
No. 1406 - Lake County Line-Silver Creek Section of the Central Oregon Highway

Notice is hereby given that the undersigned, Commercial Tire Company, an Oregon corporation, with its principal office and place of business located at 140 Hoyt Street, in the City of Portland, County of Multnomah, State of Oregon, has a claim for labor and services performed and material furnished, to-wit, truck tires, tubes and installation of truck tires and tubes, to C. T. Brunner of Portland, Oregon, and Dunn & Baker of Klamath Falls, Oregon, in the sum of $385.38 against the bond taken from Dunn & Baker as principal and the Fidelity & Deposit Company of Maryland as surety for the work in the construction and surfacing with bituminous macadam of the Dillon-Biggs Section of the Columbia Highway in Wasco and Sherman counties, Oregon, known as project No. 1344, construction and surfacing of ten miles of bituminous macadam on that certain highway known as the Huntington Slides Section of the Old Oregon Trail in Baker and Malheur counties, known as project No. 1339, and the hauling of gravel for distribution for surfacing on 14.15 miles of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County, known as project No. 1406;

That said labor, services and materials above mentioned were furnished and supplied to said contractors for the carrying on and completion of the work provided for in the contract and/or contracts between the Oregon State Highway Commission and Dunn & Baker covering the projects hereinabove referred to, and that said labor, services and materials hereinabove referred to were used and consumed in the construction of said highway units above mentioned in accordance with the terms and provisions of the contract and/or contracts with the Oregon State Highway Commission covering the same.

That six months have not expired since the completion of the contract and/or contracts covering the projects above mentioned and acceptance of the labor and services performed for the prosecution provided for in said contract and/or contracts with the Oregon State Highway Commission.

Dated at Portland, Oregon, this 7th day of December, 1932.

COMMERCIAL TIRE COMPANY

By JACK FLETCHER

ROBERT R. RANKIN

BERT S. GOODLIN,
Attorneys for Claimant.

Endorsed: Notice of Claim of Commercial Tire Company, $385.38.
Robert R. Rankin, Attorney at Law, Pacific Building, Portland, Oregon.

ENDORSED: File No. 2165
Filed December 8th, 1932. HAL E. HOSS, Secretary of State.

retary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 8, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This to advise that we received from Robert R. Rankin, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Commercial Tire Company for labor and materials furnished in the sum of $385.38 against the bond taken from Dunn & Baker, principal, and Fidelity & Deposit Company of Maryland, surety, for work on the Dillon-Biggs Section of the Columbia Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

December 16, 1932

Fidelity and Deposit Company of Maryland
% Clarence D. Porter, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Commercial Tire Company against Dunn & Baker, highway contractors, in connection with the following jobs:

State Highway Contract No. 1530, bituminous macadam on Huntington-Slides Section of Old Oregon Trail in Baker and Malheur Counties;

State Highway Contract No. 1408, gravel surfacing of Lake County Line-Silver Creek Section of Central Oregon Highway in Harney County;

State Highway Contract No. 1544, bituminous macadam on Dillon-Biggs Section of Columbia River Highway in Wasco and Sherman Counties.

Correspondence in this file

The claim is in the sum of $385.58 and is for labor and services performed, and materials furnished.

This notice is given you as you appear as surety on the bonds of the contractors.

Very truly yours

Secretary

AJ
cc Dunn & Baker
Box 421
Klamath Falls, Ore.

December 16, 1932

Fidelity and Deposit Company of Maryland
% Clarence D. Porter, Agent
Wilcox Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Commercial Tire Company against Dunn & Baker, highway contractors, in connection with the following jobs:

State Highway Contract No. 1339, bituminous macadam on Huntington-Slides Section of Old Oregon Trail in Baker and Malheur Counties;

Correspondence in this file

State Highway Contract No. 1406, gravel surfacing of Lake County Line-Silver Creek Section of Central Oregon Highway in Harney County;

State Highway Contract No. 1344, bituminous macadam on Celilo-Biggs Section of Columbia River Highway in Wasco and Sherman Counties.

The claim is in the sum of $356.38 and is for labor and services performed, and materials furnished.

This notice is given you as you appear as surety on the bonds of the contractors.

Very truly yours

Secretary

AJ
cc Dunn & Baker
Box 431
Klamath Falls, Ore.

[illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

4 169a

December 12, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Dunn & Baker,
General Contractors,
Klamath Falls, Ore.

Dear Sir:

Referring to our recent letter relative to Price Agreement for barrelling approximately 12½ tons of Grade "E" Asphalt on the Huntington-Slides Section, wish to advise that to date we have not received the executed Price Agreement. We have been advised by Mr. Williams, Division Engineer, that he furnished you with additional copies of this agreement on November 28th.

The work covered by this contract has been finaled and payment is being held up for want of this Price Agreement. It is necessary that agreement be attached before the work will be paid for by the Secretary of State..

The Department desires the final completion of this project and would appreciate it very much if you would send the executed agreement to Mr. Williams immediately.

If there is any reason why this agreement should not be executed we would appreciate it if you would advise us.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H. G. Smith
H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R.H. Baldock ✓
W. C. Williams.

NOTED
State Highway Engineer

169-a

December 8, 1932

Fidelity and Deposit Company of Maryland
Portland, Oregon

Clarence D Porter Agt
Wilcox Bldg

Gentlemen:

We are in receipt of notice of claim of the Commercial Tire Company in the total amount of $385.38 for truck tires and tubes and installation thereof, furnished to G. T. Brunner of Portland and Dunn & Baker of Klamath Falls, in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1364 Construction of the Dillon-Biggs section of the Columbia River Highway in Sherman & Wasco counties.

#1339, Construction of the Huntington-Slides Section of the Old Oregon Trail in Baker County.

#1406 Construction of the Lake County Line-Silver Creek Section of the Central Oregon Highway in Harney County.

We are giving you this information since you appear as surety on the bond furnished by the contractor.

Very truly yours

Secretary

HBG
jn
c.c. Dunn & Baker
Klamath Falls, Oregon

December 8, 1932

Robert R. Rankin, Attorney
Pacific Building
Portland, Oregon

Dear Sir:

We have your letter of December 7 inclosing Notice of Claim of the Commercial Tire Company in the sum of $385.38 for truck tires and tubes and installation thereof, to O. T. Brunner of Portland and Dunn & Baker of Klamath Falls, furnished in connection with the following contracts awarded to Dunn & Baker by the Oregon State Highway Commission:

#1344, construction of the Dillon-Biggs section of the Columbia River Highway in Wasco County.

#1339, construction of the Huntington-Slides bituminous macadam on the Old Oregon Trail in Baker County.

#1406 construction of the Lake County Line-Silver Creek section of the Central Oregon Highway in Harney County.

We are forwarding this information to the surety on the bond furnished by the contractor in each instance, as well as the contractor.

Very truly yours

Secretary

HBG
jn

FORM 2-A-1 5003 5M 1-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

169-a

November 25, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Dunn & Baker,
General Contractors,
Klamath Falls, Ore.

Attention C. A. Dunn.

Gentlemen:

Your letter of November 23rd referring to non payment of the estimate of the Huntington-Slides Project has been received.

The payment on this project has been held up for the reason that we did not have a price agreement covering the barrelling of approximately 12½ tons of Grade "E" Asphalt.

We have been advized by Mr. Williams, Division Engineer, that the matter of price agreement was taken up with your superintendent, Mr. Ireton, and that the agreement would be submitted as soon as executed by yourselves. Payment will be made as soon as the executed price agreement has been received and approved.

In case you did not receive or have misplaced this price agreement we are asking Mr. Williams to send you another copy for execution.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By HGS
H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R. H. Baldock ✓
W.C.Williams

MR. WILLIAMS:
Will you please send Dunn & Baker another set of price agreement for the barrelling of this oil in case they have lost the other set in order not to delay payment any longer than necessary.

NOTED
Asst. Highway Engineer

FORM 5-A-1 5400 5000 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
[illegible]
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

169a

October, 24, 1932

~~Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.~~

Dear Sir:

On October 3rd, we wrote you asking that a price agreement be submitted for barreling 12½ tons Grade "E" Asphalt by Dunn & Baker on their Huntington-Slides Contract #1339. To date this has not been received and final payment is being held up. Will you see what can be done in hurrying up this price agreement.

Yours very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER.

By HGS.
H. G. Smith,
Construction Engineer.

Dictated by
Charles E. Low

CC to
R.H. Baldock ✓

NOTED
State Highway Engineer

Form 39—F-21635—5M—8-31

1170

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 16, 1932

Job name Lime-Huntington

Week from Oct 8 to Oct 15

Mail address Huntington, Ore.

Highway Old Oregon Trail

Telegraph or telephone address Phone 223

County Baker

Job prefix 1EP.

Express and freight address Huntington Ore

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Approximately 14500 cy of material was excavated this week.

Three 5 hour shifts is worked with the shovel, and two 5 hours shifts is worked with two tractor drawn scrapers and one bulldozer. An average of 65 men worked this week and the contractor has his percentages from each County protioned to conform with contract. The weather has been fair and cool, except for heavy shower Saturday evening.

RECEIVED
OCT 18 1932
CONST

NOTED
H. W. LIBBY

NOTED
SMITH

RECEIVED
OCT 18 1932
OREGON STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed R. J. Miller

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 4.15

Miles completed —

Miles completed except finishing

Total cubic yards in project 192,000

Cubic yards moved to date 38,000

Miles covered by contractor's forces .2

Miles cross-sectioned 4.15

Miles cross-sections completed and checked

Miles to be remeasured All

Number men in Engineering Party 7

Contractor's average force for week 65 men,

3 tractors 3 teams teams, 1 steam shovels

Grading work will be completed about May 31, 1933

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 1 P.P. Percentage 50%
2. E-H. Percentage 50%
3. .... Percentage
4. .... Percentage

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

149a

October 3, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. W. C. Williams,
Division Engineer,
La Grande, Ore.

NOTED
State Highway Engineer

Dear Sir:

There were approximately about 12½ tons of "E" Grade Asphalt barrelled by Dunne and Baker on the Huntington-Slides Contract #1539.

It has been the policy to pay for this barrelling under a price agreement and we have no record of such an agreement having been sent in for this work.

Will you please have this agreement sent in at once in order that the final estimate will not be delayed.

Yours Very truly,

R. H. BALDOCK
STATE HIGHWAY ENGINEER.

By HGS.

H. G. Smith,
Construction Engineer.

Dictated by

Charles E. Low

CC to
R. H. Baldock

FORM 2-A-1 4707 7500 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OR 169a

OREGON STATE HIGHWAY COMMISSION
SALEM

September 26, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Office.

Dear Sir:

The work to be done under the below listed contracts has been completed, the date of completion in each case being as indicated.

Contract No. 1339 with Dunn & Baker for the construction of a bituminous macadam wearing surface on the Huntington-Slides Section was completed August 30, 1932.

Contract No. 1345 with J. C. Compton for pavement planing on the Benton County and Adams-Milton Sections was completed September 1, 1932.

Contract No. 1347 with J. C. Compton for the construction of a bituminous macadam and oiled wearing surface on the Berry Creek-Florence Section was completed September 5, 1932.

Contract No. 1348 with J. C. Compton for the construction of a bituminous macadam and oiled wearing surface on the Hendricks Bridge-South Fork Section was completed September 1, 1932.

Acceptance of these contracts by the State Highway Commission as of their respective dates of completion is hereby recommended.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/GS.

#1339

169a

September 26, 1932

Fidelity & Deposit Company of Maryland,
Clarence D. Porter, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Dunn & Baker on Contract No. 1339 for the construction of the Huntington-Slides Section of the Old Oregon Trail in Baker and Malheur Counties. This payment will be made on or after October 6th, 1932.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Form 39—F-31036—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Sept 18 1932

Job name Lime-Huntington

Week from Sept 10 to Sept 17

Mail address Huntington Ore

Highway Old Oregon Trail 11ga

Telegraph or telephone address Phone 223

County Baker

Job prefix 1FP

Express and freight address Huntington Ore

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor started work Thursday. 21 men are employed, 16 are from Union County and 5 from Baker County. More men will be employed as soon as the lists arrive from Malheur and Multnomah Counties.

The shovel started excavating the 16th. A crew is clearing & grubbing.

The weather [illegible]

RECEIVED SEP 2 0 1932

RECEIVED SEP 2 - 1932 OREGON STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 415

Miles completed —

Miles completed except finishing

Total cubic yards in project 192,000

Cubic yards moved to date [illegible]

Miles covered by contractor's forces 1/2

Miles cross-sectioned 2

Miles cross-sections completed and checked

Miles to be remeasured [illegible]

Number men in Engineering Party 7

Contractor's average force for week 5 *men,*

4 Truck *teams,* [illegible] *steam shovels*

Grading work will be completed about [illegible]

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 1.P.P. *Percentage* 60
2. 1.P.V. *Percentage* 40
3. .... *Percentage*
4. .... *Percentage*

FORM [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

RECEIVED
SEP 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

September 1, 1932.

IN REPLY PLEASE REFER TO FILE NO. 169-a

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. H. G. Smith

Dear Sir:

I am enclosing an order for extra work on the Huntington-Slides Section covering the clearing and grubbing of stock pile sites.

Very truly yours,

W C Willia

Division Engineer.

WCW:O
Encl.

cc R. H. Baldock.

NOTED
State Highway Engineer

Form 99—F-21635—5M—5-31

OREGO STATE HIGHWAY DEPARTMEN

FIELD ENGINEER'S WEEKLY REPORT

Date Aug. 28, 1932

Job name [illegible]

Week from Aug 22 to Aug 27

Mail address Huntington, Ore

Highway [illegible] 169a

Telegraph or telephone address [illegible] 223

County [illegible] Job prefix [illegible]

Express and freight address Huntington Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] completed

[illegible]

[illegible] yards.

[illegible] finished

[illegible]

[illegible] of the

[illegible]

RECEIVED
AUG 29 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. G. SMITH

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title [illegible]

STENCIL NO. 124

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project [illegible]

Miles completed [illegible]

Miles partially done ....

Total cubic yards in project [illegible]

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week [illegible] *men,*

.... *teams,* [illegible] *trucks*

Project will be completed about [illegible]

Number of men in Engineering Party 11

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* [illegible] *Percentage* [illegible]
2. [illegible] *Percentage* [illegible]
3. .... *Percentage* ....
4. .... *Percentage* ....

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

IN YOUR REPLY PLEASE REFER TO FILE No. Ore. F.A.P. 169-A

August 12, 1932

RECEIVED
AUG 13 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

Appr 10379

Oregon Federal Aid
Project No. 169, Section A.

STATE HIGHWAY COMMISSION

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 30, 1931, by the State Highway Commission of Oregon, and on August 18, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Aid Project No. 169, Section A; and

WHEREAS, the plans and specifications previously approved for said Section A provided for the construction of 5.126 miles of road surfaced with gravel, in Baker County, for which the estimate of cost approved was $56,108.25, and $27,971.35 Federal funds were set aside to the credit of said Section A; and

WHEREAS, the construction of said Section A in accordance with the plans and specifications previously approved therefor has been completed, finally inspected, and accepted, at a total cost of $52,098.04, and voucher in the sum of $25,865.72 has been passed for payment as the share of the Federal Government on said Section A; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section A and a revision of the plans, specifications and estimates approved therefor to provide for the construction of bituminous macadam surfacing over the entire length of said Section A, at an estimated cost of $28,950.90; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from the previous actual cost of $52,098.04 to $81,048.94, and that the Federal funds approved and set aside to the credit of said Section A be increased from the previous actual payment of $25,865.72 to $43,881.86;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimates approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of forty-three thousand, eight hundred eighty-one and 86/100 dollars ($43,881.86) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

To Article I shall be added clause (b) to read:

> "(b) By the State, in addition to funds heretofore provided, from funds available in accordance with Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920."

Paragraph (c) of Article III shall be and is hereby stricken out.

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of forty-three thousand, eight hundred eighty-one and 86/100 dollars ($43,881.86), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-one thousand, forty-eight and 94/100 dollars ($81,048.94), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 1st day of July, 1932, and the Secretary of Agriculture on the 2d day of August 1932.

STATE HIGHWAY COMMISSION OF OREGON

By Les Scott
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By C K Washburne
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Aid Project
No. 169, Section A.

FORM PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 169, Section A, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 81,048.94 in lieu of the previous actual payment of $25,865.72 as the total estimated cost of said project, and the sum of $ 43,881.86/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 2nd day of August one thousand nine hundred and Thirty-two.

R. W. Dunlap
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

FORM 5-A-1 3460 4M 1-32
COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

169a

OREGON STATE HIGHWAY COMMISSION
~~SALEM~~
Huntington, Oregon,
July 8, 1932

IN REPLY PLEASE
REFER TO FILE NO.

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Attention: H. G. Smith.

Dear Sir:

Relative to your letter of July 2nd, which listed the names of five men, notified by you to report for Traffic Control duty on the Huntington-Slides Project, we wish to advise that, to date, but three of these men have reported for work. They are Ralph Thomas, Paul E. Lea, and C. D. Shank.

Linn Davis and Wm. Hansen have not appeared and to fill these vacancies local men have been hired.

We shall continue to fill out the personnel of this crew with local men until ~~these~~ others arrive to relieve them.

Yours very truly,

Walsh

Wm. [illegible] Walsh,
Resident Engineer.

cc: R. H. Baldock
cc: W. C. Williams

RECEIVED
JUL 10 1932
OFFICE OF
CONSTRUCTION ENGINEER

FORM 2-C-1 4097 500 5-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF W. C. WILLIAMS, DIVISION ENGINEER
LA GRANDE, OREGON

June 27, 1932.

RECEIVED
IN REPLY REFER TO FILE NO.
JUN 28 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
State Highway Engineer

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

169a

Attention: Mr. H. G. Smith

Dear Sir:

Dunn & Baker, General Contractors on the Huntington-Slides Section, expect to start oiling operations on or about July 5th.

I requested W. J. Walsh to report as Resident Engineer on that date and I am asking your approval for the transfer of the following engineering personnel;

W. J. Walsh, Resident Engineer,
John A. Runge, street inspector.
H. V. Simmons, street inspector.
James Walton, rock checker
Ralph P. Leonard, timekeeper.

One more checker may be used on the job, but I believe it will be possible to use a checker who is now on the job checking maintenance materials as the rock output during oiling operations will all go on the road.

Very truly yours,

W C Williams

Division Engineer.

WCW:OW

cc R. H. Baldock.

May 20, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for modified agreement, covering the West Unit, Huntington-Slides Section, Project No. 169-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 169-A (Reap.)

[illegible] SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 20, 1932.

STATEMENT OF COMPLETED WORK

Final Estimate	$ 47,152.34
Engineering and Contingencies	4,945.70
Overruns	- -
Total................	$ 52,098.04

Total Cost on Which Fed. Aid was Computed	$ 51,867.97
Total Federal Aid Paid	25,865.72
Total Emergency Advance Funds Paid	25,865.72

Length of Project	5.126 miles
Cost per Mile	$10,163.48
Federal Aid Paid per Mile	$ 5,045.98

New Work, Bituminous Macadam Wearing Surface, Type B-12

5.1	miles	Preparation of Base	$75.00	$ 382.50
6,500	cu. yds.	Mineral Aggregate in Place	2.20	14,300.00
400	tons	Asphalt in Place	24.00	9,600.00
50	tons	Emulsified Asphalt, or Cut-back Asphalt in Seal Coat	24.35	1,217.50
1,530	cu. yds.	Gravel Shoulders	.30	459.00
3,600	yd. mi.	Hauling Gravel Shoulders	.10	360.00
				$ 26,319.00
		10% Engr. & Cont.		2,631.90
		Total.................		$ 28,950.90

Length of New Work	5.126 miles
Cost per mile	$5,647.85

Federal Aid Allowable on New Work:
$18,669.00 - $5,045.98 = $13,623.02

Total Federal Aid Allowable:
5.126 miles at $13,623.02 = $69,831.60

Federal Aid Requested; 62.23% of $28,950.90 = $18,016.14

SUMMARY

Item	Total Cost	Federal Aid Funds	Emergency Advance Funds	State Funds
New Work: Bit. Macadam	$28,950.90	$18,016.14	$ - - - -	$10,934.76
Old Work:	52,098.04	25,865.72	25,865.72	366.60
Totals, All Work	$81,048.94	$43,881.86	$25,865.72	$11,301.36

State funds for constr.: Chap. 175, laws 1917, Chap. 31, laws 1920.

" " " maint.: Chap. 41, laws 1927.

#R 169a

May 4, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention of Mr. G. H. Schattner, District Manager

Gentlemen:

Receipt is acknowledged of your letter of April 27, in which you request information concerning the contract that was awarded to Dunn & Baker for the construction of the Huntington-Slides Highway.

State Highway Contract No. 1359, which is for the construction of the Huntington-Slides Section of the Old Oregon Trail in Baker and Malheur Counties, was awarded to Dunn & Baker on April 7, 1932.

The amount of the contract is $65,960.00, and a surety bond, in like amount, was furnished by the contractors for the protection of all claims that may be incurred against the project. This bond was written by Fidelity and Deposit Company of Maryland, for whom Clarence D. Porter is the local representative, with offices in the Failing Building, Portland, Oregon.

The work to be done under the above described contract is to be completed by August 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By ,
Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

RECEIVED
APR 28 1932
[illegible] COMMISSION

April 27, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

RE: DUNN & BAKER
Ontario Account
Huntington-Slides Highway

We have been advised that Dunn & Baker of Klamath Falls have been awarded a bonded job by the Oregon State Highway Commission working on Huntington-Slides out of Baker and Malheur Counties. We are contemplating making deliveries to subject of petroleum products to be used on this particular contract and desire the following information.

Kindly give us the complete description of the job together with the job number, the amount of the job and the approximate date of completion. We would also appreciate having the name of the bonding company, the amount of the bond together with the local agent's name and address who executed the bond.

For your convenience in replying and inclosing this data you will find attached a self-addressed stamped envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner
District Manager.

LC:R

RECEIVED
MAY 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

Form 30—F-21685—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date April 30, 1932

Job name Huntington-[illegible]

Week from April 22 to April 30

Mail address Huntington, Ore.

Telegraph or telephone address Phone #223

Highway [illegible]

Express and freight address ~~Huntington~~, Ore.

County [illegible] Job prefix [illegible]

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] started work setting
[illegible] April [illegible]
[illegible] employed setting
[illegible] and excavating
[illegible] and [illegible]
[illegible] & start producing
[illegible]
[illegible]
[illegible] and heavy
[illegible]

RECEIVED
MAY7 1932
OFFICE OF
MAINTENANCE ENGINEER

RECEIVED
MAY 4 - 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed [illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 12

Miles completed none

Miles partially done none

Total cubic yards in project 22,100

Cubic yards produced to date none

Average daily yardage produced this week ——

Average daily yardage necessary to complete on time ——

Contractor's average force for week 15 men,

.... teams, ... trucks

Project will be completed about Aug 5-35

Number of men in Engineering Party 6

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in E[illegible]neering Party ....

D[illegible]BUTION OF TIME

List all jobs u[illegible] which you have worked this week with percentage of this wee[illegible]'s time on each.

1. This job 1 P.D. Percentage 0
2. 1 P.N. Percentage 100%
3. .... Percentage ....
4. .... Percentage ....

PK 169a

April 23, 1932

Dunn & Baker,
Box 451,
Klamath Falls,
Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Huntington-Slides Section of the Old Oregon Trail Highway in Baker and Malheur Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

March 31, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying bituminous macadam specifications, and five bid proposals for the West Unit, Huntington-Slides Section, Project No. 169-A; also, five blueprint copies of Sheet No. 2 of the plans which has been revised and are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Project No. 169-A (Reap.)

EAST UNIT, HUNTINGTON-SLIDES SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

[illegible]

(Estimate with bituminous macadam specifications. Not as basis for modified agreement.)

Salem, Oregon, March 31, 1932.

Statement of Completed Work

~~Final Quantities as Shown by Final Voucher~~

Final Estimate	$ 47,152.34
Engineering and Contingencies	4,945.70
Overruns	- -
Total...........	$ 52,098.04
Total Cost on Which Fed. Aid was Computed	$ 51,867.57
Total Federal Aid paid	25,865.72
Total Emergency Advance Funds Paid	25,865.72

"A"

Length of Project	5.126 miles
Cost per Mile	$10,163.48
Federal Aid Paid per Mile	$ 5,045.98

New Work, Bituminous Macadam Wearing Surface, Type B-12

5.1	miles	Preparation of Base	$ 100.00	$ 510.00
6,500	cu. yds.	Mineral Aggregate in Place	2.40	15,600.00
400	tons	Asphalt in Place	27.00	10,800.00
50	tons	Emulsified Asphalt, or Cut-back Asphalt in Place	30.00	1,500.00
1,530	cu. yds.	Gravel Shoulders	0.40	612.00
3,600	yd. mi.	Hauling Gravel Shoulders	0.15	540.00
				$ 29,562.00
		10% Engr. & Cont.		2,956.20
		Total- - - - - - - -		$ 32,518.20

Length of New Work	5.126 miles
Cost per Mile	$ 6,343.77

Federal Aid allowable on New Work:
$18,669.00 - $5,045.98 = $13,623.02

Total Federal Aid Allowable, -
5.126 miles at $13,623.02 = $69,831.60

Federal Aid requested, - 62.23% of $32,518.20 = $20,236.07.

RECEIVED AT
372 STATE [illegible]
[illegible]
SALEM - OREGON

STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial Cables | TELEGRAMS CABLEGRAMS RADIOGRAMS | All America Cables

Mackay Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER
	RADIOGRAM

Form [illegible] 15POD 86 DL GOVT

NX PORTLAND ORE 210P MAR 23 1932

pR169a

R H BALDOCK

26

STATE HIGHWAY COMMISSION SALEM ORE

RETEL TWENTY SECOND BITUMINOUS MACADAM SURFACING OREGON SIXTY SEVEN AND HUNDRED SIXTY NINE AM ADVISED AS FOLLOWS QUOTE IF ROCK NOT PREVIOUSLY STOCKPILED VERY MUCH PREFER OLD B TEN SPECIFICATION ONE COURSE USED HUNDRED THIRTY NINE B AND OTHER WITH THICKNESS REDUCED TO TWO AND ONE HALF INCHES AND NEW SEAL SPECIFICATIONS IF DESIRED STOP IF ROCK STOCKPILED SUGGEST OMIT INTERMEDIATE COURSE ONE AND ONE FOUR INCHES TO THREE FOUR INCH ROCK AND CONSTRUCT IN ONE COURSE LIKE OLD B TEN WITH ADJUSTMENT QUANTITY ASPHALT UNQUOTE

CAUFIELD

---

on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $48,908.96 including the final payment. Of this amount $338.84 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1297

Bond + Final

PR 1699

December 19, 1931

National Surety Company,
R. J. Russell, Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1297 for the construction of the West Unit - Huntington Slides Section of the Old Oregon Trail in Baker and Malheur Counties, consisting of 4.9 miles of regrading, has been completed by the contractors, March Construction Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 29th, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $48,908.96 including the final payment. Of this amount $338.84 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR169a

FORM 5810

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

November 3, 1931

1931

March Construction Company,
1313 First Avenue,
Spokane, Wash.

Gentlemen:

With reference to my letter October 13th, submitting bills Audit Nos. 90047, 90249 and 90083 covering cost of repairs to PFE cars Nos. 8635 and 10606 which were damaged by your Company in connection with highway construction at Huntington on August 10th last:

Will you kindly advise what action has been taken on these bills?

Yours truly,

S. MURRAY

REFERRED TO Carl Smith
State Highway Engineer

Note with reference to final est March Const Co

cc Mr. R.A.Klein,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Ore.

The above is self-explanatory in connection with your letter to me October 20th.

S. Murray

NOTED NOV-5
CARL F. SMITH
AUDITOR

noted Carl 11 5

NOV-5

PR1699

October 20, 1931

Mr. S. Murray, Chief Engineer
Union Pacific System
Pittock Block
Portland, Oregon

Dear Mr. Murray:

I have received the following letter from Geo. K. March of the March Construction Company concerning damages to Union Pacific cars in the yards at Huntington, which I trust indicates the prompt settlement of the railroad company claim:

> "Your letter of the 13th re bill of the Union Pacific is received. We have never refused to pay a reasonable amount and this morning I received an itemized statement of the damages. This appears reasonable and as I am going to camp Saturday I will take this bill and have it O.K'd by Mr. Harry Wirt who was in charge of the work at Huntington. It will then be paid. At first they mentioned $500.00 or $600.00 as the damage. This was greatly in excess of the damage and we refused to settle on that basis."

When this claim is settled I would appreciate advice from you so that we can close our files on this matter and issue the final payment to the March Construction Company.

Very truly yours

State Highway Engineer

RAK:PW

HARRY M. WIRT

MARCH CONSTRUCTION CO.
1126 WEST SECOND AVENUE
SPOKANE, WASH.

Oct 15th.

RECEIVED
OCT 16 1931
OREGON
STATE HIGHWAY COMMISSION

Mr Roy Klein
State Highway Eng

Dear Sir

Your letter of the 13th re bill of the Union Pacific is received. We have never refused to pay a reasonable amount and this morning I received an itemized statement of the damages, this ~~seems~~ appears reasonable and as I am going to camp Saturday I will take this bill and have it O.K'd by Mr Harry Wirt who was in charge of the work at Huntington. it will then be paid. at first they mentioned 500.00 or 600.00 as the damage this was greatly in excess of the damage and we refused to settle on that basis

Sincerely

Geo. H. March

FORM 3010

STANDARD

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

PR1699

October 14, 1931

RECEIVED
OCT 15 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Reference my letter October 10th regarding damage to cars at Huntington resulting from blast set off by March Construction Company in prosecution of highway work under their contract No. 1297:

The amount of our bill against the March Construction Company, which was submitted to them on October 13th, is $247.54 instead of $233.09 as stated in the second paragraph of my letter October 10th.

If possible, therefore, will you please withhold $247.54 from the contractor's final payment instead of the sum previously stated.

I will advise you further as soon as I hear from the Construction Company.

Yours truly,

S. MURRAY

PR169a

NOTED
State Highway Engineer

October 13, 1931

March Construction Company
1313 First Avenue
Spokane, Washington

Gentlemen:

This department has been advised by the Union Pacific System that they have billed you in the sum of $233.09 for damages to cars at Huntington, resulting from blasting operations on your contract #1297, which covers the improvement of the Old Oregon Trail east of Huntington.

The railroad company is asking that this department deduct and withhold from the balance due you this entire amount in order to cover their claim. This we dislike to do as we would much prefer to have this matter settled amicably. Will you not endeavor to come to some understanding with the railroad company about this claim?

Very truly yours

State Highway Engineer

RAK:PW

FORM 3010

STANDARD
10-10-[illegible]

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

October 10, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Answering your letter of September 29th, 1931, regarding damage to cars at Huntington resulting from blast set off by March Construction Company in prosecution of highway work under their contract No. 1297.

These cars have been repaired at cost of $233.09 and we are billing the contractor for this sum as we are confident our claim is well founded. However, in view of the attitude expressed by the contractor, we anticipate that he will decline to pay the bill.

It will be greatly appreciated, therefore, if you will deduct and withhold from any balance remaining due the contractor, the above mentioned sum. While I am not advised of the terms of your agreement with the contractor, nor of the contractor's arrangement with his surety, I anticipate the surety would, for its own protection desire and insist upon retention of this sum in your custody, and in the event of its payment to the contractor without consent of the surety the latter might, conceivably maintain that its liability as bondsman has been discharged.

If payment is not received from the contractor within a reasonable time I will advise you further and trust that you will withhold payment to the extent of our claim in the meantime.

Yours truly,

S. MURRAY

RECEIVED
OCT 13 1931
OREGON
STATE HIGHWAY COMMISSION

PR1699

Oct. 8, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

The final voucher for Oregon Emergency Federal Aid Project No. 169-A has been revised in accordance with the information contained in your letter of October 6th and is resubmitted herewith in the amount of $19,516.72.

The contingency item for sprinkling surfacing by state forces as originally claimed in the amount of $540.81 has been reduced to $393.81 due to having deducted truck rental from the item. A statement of cost is included with the voucher setting out the details of this state force expenditure.

The copy of the voucher as first submitted, showing your pencil notations and corrections, is being returned as requested by you.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Previous voucher of 19426.30 cancelled
Fron

Dict. by L. E. Parsons:WC
Encl.-2

J 370

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

October 6, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith four copies of the final voucher for Oregon Emergency Federal Aid Project No. 169-A, submitted in the amount of $19,426.30.

Our records show the previous payments on this project to be $32,214.72 rather than $32,305.14. This will permit you to claim $9,758.36 Federal Aid and $9,758.36 Advance Funds, when re-writing this voucher.

We note that you claim $540.81 as a contingency for sprinkling surfacing by State Forces. It will be necessary to support this claim by submitting an itemized statement of the cost of the work.

The amount claimed for work done by State Forces or for materials furnished by the State must be supported by an itemized statement of the cost if such are included as contingencies on which Federal Aid is claimed. A simpler method of claiming such items would be to secure our prior approval of agreed unit prices.

Please correct the voucher and submit the itemized statement as soon as possible in order that the final payments of Advance Funds may not be delayed. Kindly return the copy of the voucher upon which we have noted the corrections.

RECEIVED
OCT 7 1931
OREGON
STATE HIGHWAY COMMISSION

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

October 6, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith four copies of the final voucher for Oregon Emergency Federal Aid Project No. 160-A, submitted in the amount of $19,426.80.

Our records show the previous payments on this project to be $52,314.72 rather than $52,386.14. This will permit you to claim $9,758.36 Federal Aid and $9,758.36 Advance Funds, when re-writing this voucher.

We note that you claim $840.81 as a contingency for sprinkling surfacing by State Forces. It will be necessary to support this claim by submitting an itemized statement of the cost of the work.

The amount claimed for work done by State Forces or for materials furnished by the State must be supported by an itemized statement of the cost if such are included as contingencies on which Federal Aid is claimed. A simpler method of claiming such items would be to secure our prior approval of agreed unit prices.

Please correct the voucher and submit the itemized statement as soon as possible in order that the final payments of Advance Funds may not be delayed. Kindly return the copy of the voucher upon which we have noted the corrections.

Very truly yours,

W. H. LYNCH
District Engineer

Encl.

FORM 2010

STANDARD

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

PR1699

October 8, 1931.
115-56.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

This will acknowledge receipt of your letter September 29th concerning our claim against the March Construction Company for damage to two cars at Huntington while engaged in carrying out highway work under their contract No. 1297.

I have been withholding reply to your letter until I could collect all charges and advise you the total amount of the claim. I have been unable to do this, however, since the cars were repaired at Nampa, but I expect to have all charges collected within the next two or three days when I will write you fully.

In the meantime, if possible will you please withhold final payment to the contractor.

Yours truly,

S. MURRAY
R

RECEIVED
OCT 9 1931
OREGON
STATE HIGHWAY COMMISSION

H B J

I asked Carl to hold up final payment until this matter is [illegible]

RAK

168-a

Oct. 5, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

In reply to your letter of October 3rd relative to project No. 168-A, this will advise that the transfer provided for in Section 5 of the agreement with the Pacific Northwest Public Service Company has not yet been made.

The delay has been on the part of the Company, and as the Company has dealt very fairly with us, we have felt constrained to await its convenience.

The agreement that we have with the Company appeals to us as being quite as good as the deeds themselves, particularly in view of the fact that the Company has moved its tracks and allowed us to occupy the property.

If it is necessary for you to withhold final payment on project No. 168-A on account of the final deeds not having been executed please let us know.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

SHP:WC

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

October 3, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 2 and the agreement mentioned therein, covering the right of way on Oregon Emergency Federal Aid Project No. 168-A.

Will you please advise if the transfer provided for in Section 5 of this agreement has been made?

Very truly yours,

W. H. LYNCH
District Engineer

North Unit, Milwaukie - Oregon City

By J A Elliott
J. A. Elliott
Sr. Highway Engineer

RECEIVED
OCT 5 1931
OREGON
STATE HIGHWAY COMMISSION

H Bd

PR1699

Spokane
City Club
Spokane, Wash.

Oct 6th.

NOTED
H. B. GLAISYER

Mr Roy A. Klein
Salem Or.

NOTED
State Highway Engineer

RECEIVED
OCT 7 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir

I have the final estimate on our work at Huntington before me. but cannot sign the affadavit that all bills have been paid. there are two bills of $2000.00 each one to the Shell Oil and the other rent on shovel, they have agreed to wait until our semi final warrant reaches us. as soon as this comes will pay these two bills then will sign the final estimate and return to you

Sincerely Marsh Construction Co.
By Geo. H. Marsh

NOTED OCT 15 31
CARL F. SMITH
AUDITOR

PR1699

September 29, 1931

Mr. Sam Murray, Chief Engineer
Oregon-Washington Railway & Navigation Co.
Pittock Block
Portland, Oregon

Dear Mr. Murray:

Some time ago you advised that you had a claim against the March Construction Company of Spokane, who have our contract no. 1297, which covers the West Unit of the Huntington-Slides Section of the Old Oregon Trail in Malheur County. I understand that the claim was for reimbursement for cost of repairs to refrigerator cars damaged by blasting operations. Since that time have you secured satisfaction of this claim from the March Construction Company?

The purpose of this letter is to advise that this contract has now been completed and we will shortly make a final payment to these contractors. Under the terms of the contract, the contractor is obligated to protect adjacent property, and under the bond which he has given the surety would be obligated also. Having taken a bond it is my understanding that we can not hold out for claims which are covered by the surety bond. We would like however to go as far as we can in this present case so that you may recover the amount which is due your company without the necessity for litigation either with the contractor or the surety. I hope this matter has already been settled satisfactorily. In any event will you please advise?

Very truly yours

State Highway Engineer

RAK:PW

PR+69a

August 19, 1931.

Mr. H. G. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

Reference is made to the enclosed design for a pipe hand rail which you propose to construct along the sidewalk which is close to the slopes of a cut on the West Unit of the Huntington-Slides Section.

The design shown will be satisfactory as a safeguard for adults and children more than six or eight years of age, but, for children less than six years of age, it is, in our opinion, quite ineffective. Use your own judgment in the matter, but, we would suggest that the design be supplemented with a narrow strip of some suitable form of woven wire fencing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

#129

PR1694

September 29, 1931

National Surety Company,
R. J. Russell, Agent,
Corbett Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to March Construction Company, Spokane, Washington, on State Highway Contract No. 1297 for the regrading of the West Unit of the Huntington-Slides Section of the Old Oregon Trail Highway in Baker and Malheur Counties.

This payment will be made on or after October 9, 1931.

Kindly acknowledge receipt of this notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

September 4, 1931

Hon. Julius L. Meier
Governor of Oregon
Capitol Building

Dear Sir:

Reply is made to E. M. Sisley's letter of August 25, 1931, referring to state highway construction work near the west city limits of Huntington.

The changes which were made at this point were necessary in order to flatten the sharp curve in the present road and increase the sight distance to make it safer for travel. The pictures which were enclosed were taken before the work was entirely completed. It is our intention and I anticipate that before now the slopes have been smoothed up and flattened so that there will be easy access to the garages and other buildings on the street.

Mr. Sisley's letter and photographs are returned attached.

Very truly yours

State Highway Engineer

RAK:HI

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

JULIUS L. MEIER
GOVERNOR

August 26th, 1931

Mr. Roy A. Klein,
State Highway Engineer,
State Office Building.

My dear Mr. Klein:

The enclosed is self-explanatory. Will you kindly give me a memorandum supplying information upon which to base a reply to Mr. Sisley?

Very truly yours,

Julius L. Meier
Governor

RECEIVED
AUG 27 1931
OREGON
[illegible]

PR169a

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.E.F.A.P. 169-A

Post Office Building
Portland, Oregon.

Sept. 2, 1931.

Mr. R. A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ________________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encl.

P.S. Enclosed also are one copy each of detail estimate upon which project agreement was based, and special provisions.

A4pv10379

Form P. R. 2

EMERGENCY
FEDERAL AID

State Oregon
Project No. 169, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of July, 1931 by and between **the State Highway Commission of Oregon**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **16th** day of **April**, 19**31**, a project statement, which was approved by the Secretary on the **6th** day of **May**, 19**31**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for **Section A of** said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the **12th** day of **May** 19**31**, and approved by the Secretary on the 18th day of August, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of **twenty-seven thousand, nine hundred seventy-one and 35/100** dollars ($**27,971.35**) as the share of the United States payable under said act on account of **Section A of** said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State $27,971.35, which may be provided in whole or in part from the
(Include amount, date, and citation of
State's apportionment of "Advance Funds" under the Emergency Act approved December 20,
act of legislature by which authorized)
1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from State highway funds available for expenditure by

~~*(b) By the~~
(Include amount, date, and citation of statute
the Highway Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.
by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by

(State how placed under direct control of Highway Department)

*(c)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 2297+50 in the S.W.¼ of Sec. 12, T.14 S., R.44 E., W.M., and survey station 2568+20.5 at the northwesterly end of Federal Aid Project No. 67 at the Baker-Malheur Counties Line,

terminal points, a distance of 5.126 miles, known locally as the Huntington-Malheur County Line Section of the Old Oregon Trail between La Grande and Ontario, Baker County, being Oregon Emergency Federal Aid Project No. 169, Section A,

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The Highway Department hereby agrees that, within one year after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project a higher type of surfacing that will adequately meet the traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of twenty-seven thousand, nine hundred seventy-one and 35/100 dollars ($27,971.35), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-six thousand, one hundred eight and 25/100 dollars ($56,108.25), the approved total estimated cost of Section A of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to~~

~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .... (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 47, Laws of 1927
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)

*(b) By the ______________________________,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________
(Include reference to statute authorizing funds and probable amount annually available)

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________
(Strike out if not appropriate)

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 18th day of August, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By W A Lynch
Member, State Highway Commission
(Title of officer)

[SEAL]

By C K Spaulding
Member, State Highway Commission
(Title of officer)

By ______________________________
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

C F Marvin
Acting Secretary of Agriculture.

699

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a road between **survey station 2297+50 in the S.W.¼ of Sec. 12, T.14 S., R.44 E., W.M., and survey station 2568+20.5 at the northwesterly end of Federal Aid Project No. 67 at the Baker-Malheur Counties Line,** locally known as **the Huntington-Malheur County Line Section of the Old Oregon Trail between La Grande and Ontario, Baker County,** and designated in the records of this Department as **Emergency Federal Aid** Project No. **169.1, Section A,** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $**56,108.25** as the total estimated cost of **Section A of** said project, and the sum of $**27,971.35** as the share of the United States, payable under said acts on account of **Section A of** such project, which does not exceed the **authorized Federal pro rata share** ~~per cen~~t of said total estimated cost.

Done at the city of Washington, this 18th day of August one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C. W. Marvin
Acting *Secretary of Agriculture.*

ANK

PR1699

August 26, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 25th, concerning an error which occurred on the voucher submitted for Project No. 169-A. We find that the original copy of this voucher and two duplicates were attached to your letter, and, for the reason that it is our impression that it was your desire to forward these to Washington, instead of sending them to us, we are returning them herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

OUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to voucher submitted by you for Oregon Emergency Federal Aid Project No. 169-A, for the period July 11, 1931, to August 10, 1931, in the amount of $17,320.32.

In auditing this voucher, we find the unit price for 18" concrete culvert pipe is shown by you as $2.25, whereas $2.00 is the correct price. The total value of work done is therefore $32,872.18 instead of $32,964.43 as shown by you on the face of the voucher. Making the proper corrections throughout, we find the voucher should have been submitted for $17,229.90 instead of $17,320.32. We are forwarding the document to Washington today, recommending payment in the correct amount of $17,229.90.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

1732032
1722990 ✓
9042

✓ 9 315

RECEIVED
AUG 26 1931
STATE H... OREGON

Form 39—F-21635—5M—5-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

169.00

Date Aug 23, 1931

Job name West Unit - Huntington Slides

Week from Aug 15 to Aug 22

Mail address Box #82

Highway Old Oregon Trail

Telegraph or telephone address Phone 223

County Baker

Job prefix 1 P.L.

Express and freight address Huntington Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The contractor has another days work to complete the grading on this section.

Approximately 5,000 of gravel topping is yet to be placed.

Expect the contractor to finish his contract by Sept 1.

The weather has been fair and hot this week.

(See back of this sheet for instructions and detailed information)

Signed H. J. McMillan

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 4.9

Miles completed 4.8

Miles completed except finishing 4.7

Total cubic yards in project 62500

Cubic yards moved to date 59,000

Miles covered by contractor's forces 4.9

Miles cross-sectioned 4.9

Miles cross-sections completed and checked 4.7

Miles to be remeasured 0.2

Number men in Engineering Party 15

Contractor's average force for week 52 *men,*

4 head *teams,* Two *steam shovels*

Grading work will be completed about Aug 31-31

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 1 PK. *Percentage* 50%
2. 23 PP. *Percentage* 50%
3. .... *Percentage* ....
4. .... *Percentage* ....

FORM 2-M-1 P-22767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

PR1699

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 22, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Huntington-Slides Section
Price Agreement No. 1.

Dear Sir:

Herewith please find Price Agreement No. 1 to cover an adjustment of haul on topping material for the west unit of the Huntington-Slides Section, March Construction Company, contractors.

The topping originally provided for a pit on Burnt River about a mile and a half east of Huntington, but the hauling road is too narrow and steep for the contractor to haul over without spending considerable time widening the road which would delay the completion of the job beyond the first of September. He therefore has requested permission to haul further from the gravel pit at station 2537 and to get the material for the short section west of the town of Huntington, from a small pit on Burnt River. Originally our test pits did not indicate that there was sufficient gravel at station 2537 for this amount of topping, but since upening up the pit it has proven much better than we had expected. Consequently this arrangement is considerably to our advantage in expediting the job as well as reducing the haul.

A diagram of the haul is attached; diagram No. 1, the haul as originally contemplated; diagram No. 2, the actual yard miles of haul; and diagram No. 3, the haul as will be paid for.

Will you kindly return the diagram when the approved orders are returned?

Very truly yours,

H G Smith
Division Engineer.

HGS:OW
Encls.

#1297 STANDARD

PR169a

FORM 3010

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

August 22, 1931.

March Construction Company,
Huntington, Oregon.

Att: Mr. Harry M. Wirt

Gentlemen:

Your letter of August 15th concerning blasting in connection with highway construction work near Huntington, and with particular reference to the last sentence reading as follows:

> "In so far as I took every precaution possible on my part I do not feel responsible for the damage done to these cars."

I beg to advise that we purpose to exhaust every legal remedy to collect this bill.

Yours truly,

S. MURRAY

cc-Mr.Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Your letter of August 12th is appreciated. If possible, will you also please withhold payment on the final estimate until the March Construction Company makes proper settlement with us.

Yours truly,

S. MURRAY
S. Murray

Noted
Smcf

PR 169A

August 13, 1931.

Mr. H. J. Miller,
Resident Highway Engineer,
Ontario, Oregon.

Dear Sir:

We find it advisable to make some alterations in the August estimate for Contract No. 1297, to make it conform accurately with the contract, and to more fully reimburse the contractor for the work he has done in stock piling the salvaged surfacing. This salvaged surfacing material can be paid for only under the two items, "Salvaging Surfacing Materials," and "Handling Salvaged Surfacing thru Stock Piles," and . . . . "the quantity to be paid for to be the number of cubic yards of surfacing materials actually salvaged and placed upon the road . . . . (page 6 of the special provisions)." Therefore, supposing that the material placed on the road was handled thru the stock pile, we shall carry the salvaged surfacing on the estimate as follows:

Salvaging Surfacing Materials - 487 cu. yds. at $0.65
Handling Salvaged Surfacing
thru stock pile - - - - - - 487 cu. yds. at $0.35

The salvaged material in stock piles we shall carry as material on hand at $0.50, making this item 2,227.7 cubic yards at $0.50. In preparing the subsequent estimates on this job, please show the salvaged surfacing in this manner.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

cc H. G. Smith

PR 1699

FORM 2-M-1 F-22767 1000 7-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

August 18, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Huntington-Slides Section.
Order for Extra Work No. 1.

Dear Sir:

Herewith please find order for extra work No. 1 on the west unit of the Huntington-Slides Section. This provides for the construction of an iron pipe guard rail at the east end of Huntington. At this point the highway is now in a rather deep cut which slopes from the edge of the concrete sidewalk so that it will be dangerous to pedestrians after dark, or even to children in the daytime. It seems to me threfore that it is quite essential that we build a guard fence along this place.

This type of construction was necessary instead of usual guard fence on account of the slope of the cut which leaves insufficient material outside the sidewalk to support ordinary wood posts.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encl.

Sal
B.D.

PR1649

August 12, 1931

Mr. G. Murray, Chief Engineer
O.-W. R. R. & N. Co.
Portland, Oregon

Dear Sir:

Reply is made to your letter of August 11, 1931 concerning damage done by the March Construction Company to one of your freight cars at the west end of the Huntington yards by reason of blasting operations on state highway contract in that vicinity. I will immediately take this up with our Division Engineer, H. G. Smith and have him instruct the contractors to take the necessary precautions to prevent a recurrence.

Since the March Construction Company under the terms of their contract are responsible for damage to adjoining property, it would be proper to bill them direct for this damage. The address of the March Construction Company is 1513 First Avenue, Spokane, Wash.

Very truly yours

State Highway Engineer

RAK:HI

cc H. G. Smith

FORM 3010

STANDARD
[illegible]

UNION PACIFIC SYSTEM

OREGON-WASHINGTON RAILROAD & NAVIGATION COMPANY

S. MURRAY,
CHIEF ENGINEER

PORTLAND, OREGON

"SHIP AND TRAVEL BY RAIL"

August 11, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

I have advice today that the March Construction Company blasted rocks from highway on to tracks at west end of Huntington Yard and damaged P.F.E. car.

Will you please investigate this matter at once and take what measures are necessary to prevent recurrence. Will you also please advise if the March Construction Company is one of your contractors, is responsible for the accident and will they accept bill for damage.

Yours truly,

S. MURRAY

RECEIVED
AUG 12 1931
OREGON
STATE HIGHWAY COMMISSION

PR164a

August 12, 1931

Mr. H. G. Smith
Division Engineer
State Highway Department
La Grande, Oregon

Dear Sir:

Please see the attached letter from Mr. Murray, Chief Engineer of the Oregon-Washington Railroad & Navigation Company, concerning damage to a fruit express car at the west end of the Huntington yards as a result of blasting operations by the March Construction Company. Please instruct these contractors to take steps to prevent a recurrence of this condition.

Very truly yours

State Highway Engineer

RAK:HI

P.R 1699.

July 22, 1931

Mr. G. S. Childs, Mayor
Huntington, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 17, 1931, concerning the slight change in the location of the Old Oregon Trail at the west end of Huntington. This change consists in flattening the curve in the present road so as to pass on the north side of the pump house rather than the south side. I am enclosing herewith a sketch map which illustrates the new location as compared with the present.

The advantage of the flatter curve and the improvement of the sight distance is an important consideration in highway location, therefore, it seemed advisable to make this change. There is also this further consideration. This is a federal aid project and the Government engineers would not approve the project without the revision of the present curve at the pump house.

As you will note from the plat, which is drawn on a scale of 100 feet to an inch, this change does not show very much departure from the present road, the maximum amount being only about 75 feet and, therefore, would not appear to affect property values on the west block in Washington Street.

Under these circumstances, I trust that this change will be found satisfactory.

Very truly yours

State Highway Engineer

RAK:HI

cc H. G. Smith

Huntington, Oregon.
July 17, 1931.

State Highway Commission,
Salem, Oregon.

Gentlemen:

We have been informed that the road through Huntington, that is to be constructed in a short time, is to be changed somewhat at the west end of town. This change will cut off about one block of main street, causing a loss to certain business property. It seems that an old pump house belonging to the city creates a blind corner here, and the change is to do away with this hazard. The matter has been taken up with the City Council, and it has decided to move or wreck the building, if by so doing the road can be left as it is. If you can investigate the matter and let us know what can be done, we will greatly appreciate it.

Very truly yours,
G S Childs
Mayor.

FORM 6-A-1 5-18475 1000 12-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISTER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
SALEM

IN REPLY PLEASE
REFER TO FILE NO.

PB 169

Field Engineer's Weekly Report.

West Unit-Huntington Slides
Old Oregon Trail
Baker County
Prefix 1P.L.

July 19-31
Week July 11,-18,
Huntington, Ore.

The contractor has made fair progress this week. 5500 yards of material was moved.

One mile of gravel topping has been placed on the road to date.

Out of a total of 62,500 yards of excavation 41,000 yards has been moved to date.

The weather has been fair and hot.

H. J. Miller
Resident Eng'r.

PP169A

Huntington - Slides Section

June 26, 1931.

Mr. E. C. Smith,
Division Highway Engineer,
La Grande, Oregon.

Dear Sir:

We have talked with Mr. McGlane of the Western Union Company in Portland, relative to the moving of the telegraph poles north of Huntington, and we succeeded in getting him to agree that if our contractor would help with the moving work, ~~that~~ he would arrange to have the poles moved at once, and he stated that he would so notify the Company's local representative.

Resident Engineer Miller should, therefore, get in touch with the local representative of the telegraph company and complete the necessary arrangements, arranging also with the contractor to give what assistance he can in connection with the moving work, the work to be done by the contractor to be paid for as extra work, if necessary.

Owing to the uncertainty of the ownership of the right-of-way at this location, and owing to the importance of having the poles moved without delay, we think that this arrangement is as satisfactory as we could hope to obtain.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc R. J. Miller

ORM 3-M-1 E-16201 2000 6-30

COMMISSIONERS
H. S. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 24, 1931.

RECEIVED
JUN [illegible] 1931

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Huntington-Slides Section
Re: Western Union Poles.

Attention Mr. Probert:

Dear Sir:

I am advised that near the west end of the Huntington-Slides section, between stations 288+40 and 292, MP 385, as shown on the 400' map, the pole line of the Western Union interferes with the proposed grading.

The Western Union, I believe, contends that the highway and Western Union pole line are on an encroachment granted by the railroad company and that the Western Union Company should be reimbursed for the cost of moving the pole line. However, I have no definite information in this office which establishes their claim to being on an encroachment except that the original 400' right of way map is marked encroachment, but no number is given the encroachment as on those further west.

I have always understood that this is one of the places that we did not recognise that we were encroaching on the railroad right of way but were occupying it by virtue of the old road occupying that position prior to the construction of the railroad. This is further proved by the fact that the railroad company has its own guard fence between the highway and the railroad near this point to take care of maintenance. The Western Union poles were readjusted at this point during the first construction of the highway in 1920 or 1921 so that without doubt you can check this up in your office, both from the contract with the railroad company regarding the encroachments and if we paid for moving the poles originally.

Mr. A. G. McClane, 266 Glisan Street, Portland, is handling this matter for the Western Union. Will you kindly adjust this with him so that the poles can be moved immdiately? This can be done by authorizing payment by the department for moving the poles, or by convincing him that the poles are on highway right of way and subject to our jurisdiction.

Miller

3-M-1 E 18201 2000 9-30

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

Mr. Probert-- Huntington-Slides-- 2 --

These poles being so near the end of the job it might be thought unnecessary to move them at this time but we are using the material from the cut to widen the fills back to Huntington so that it is absolutely necessary to move these poles at the present time.

Very truly yours,

H G Smith

HGS V

Division Engineer.

PR1699

June 18, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the Huntington-Malheur County Line Section, Emergency Project No. 169-A. This estimate has been prepared in accordance with the instructions contained in your letter of June 10th, the federal funds requested being 50% of the low bid instead of 50% of the total amount of this estimate.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/WC

Oregon State Highway Department Emergency Project No. 169-A

HUNTINGTON-MALHEUR COUNTY LINE SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on second low bid prices)

Salem, Oregon, June 15, 1931.

Grading (Sta. 2207+50 to Sta. 2555+20)

All Required		Clearing and Grubbing	$	$ 50.00
58,500	cu. yds.	Common Excavation	0.25	14,625.00
4,000	" "	Solid Rock Excavation	0.90	3,600.00
53,000	yd. sta.	Overhaul	0.02	1,060.00
13,000	yd. mi.	Truck Haul	0.16	2,080.00
50	cu. yds.	Class "A" Concrete	26.00	1,300.00
3,200	lbs.	Metal Reinforcement	0.10	320.00
6,600	cu. yds.	Salvaging Surfacing Materials	0.65	4,290.00
30,000	" "	Gravel or Rock Topping	0.40	12,000.00
50,000	yd. mi.	Hauling Gravel or Rock, Tk. Meas.	0.16	8,000.00
800	lin. ft.	Salvaging Culvert Pipe	1.00	800.00
90	" "	18" Concrete Siphon Pipe	2.25	202.50
620	" "	18" " Culvert "	2.00	1,240.00
260	" "	24" " " "	3.00	780.00
110	" "	36" " " "	6.00	660.00

Sub-total	$ 51,007.50
10% Engr. & Cont.	5,100.75
Total	$ 56,108.25
Sub-total (Based on Low Bid)	$ 50,857.00
10 % Engineering and Contingencies	5,085.70
Total (Based on Low Bid)	$ 55,942.70

Length of Project 5.126 Miles

Cost per Mile $10,945.81

Estimated percentage of work to be completed on Sept. 1, 1931
100%.

Federal Aid Funds Requested	(50% of low bid)	$ 27,971.35	(49.852+%)
Emergency Advance Funds	" (" " " ")	27,971.35	(49.852+%)
State Funds Available		165.55	(0.296 -%)
Total		$ 56,108.25	

State funds for Construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.

" " " Maintenance: Chapter 41, Laws 1927.

H. B. VAN DUZER, CHAIRMAN, PORTLAND
W. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

PR169
1-2

June 9, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

We are enclosing herewith three copies of Resolution passed by the City Council of Huntington, guaranteeing that no encroachments will be permitted upon the right-of-way of that portion of Project No. 169-A which is situated within the City Limits.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/WC

Encl.

S. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF H. G. SMITH, DIVISION ENGINEER
LA GRANDE, OREGON

June 6, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. Probert

Dear Sir:

Herewith please find four copies of a resolution adopted by the City Council of Huntington in order that Federal Aid could be obtained on the Huntington-Slides Section.

Very truly yours,

H G Smith

Division Engineer.

HGS:OW
Encls.

RECEIVED
JUN 8 1931
OREGON

RESOLUTION

WHEREAS, State Highway No. 30 of the State of Oregon, known as the Old Oregon Trail Highway, is routed through the City of Huntington, Baker County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city; to wit:

Arthur and Washington Streets

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, The Bureau of Public Roads of the Department of Agriculture of the United States will not participate in the construction of said highway until and unless the said City of Huntington will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right-of-way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Huntington, Baker County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 30 of the State of Oregon, known as the Old Oregon Trail Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Huntington, County, Oregon, this 1 day of June 1931.

Attest:

G S Childs
acting Mayor.

Chas Carroll
City Recorder.

- - - - - - - - - - - -

I hereby certify the foregoing to be a true copy of the original resolution passed by the Common Council of the City of Huntington, Baker County, Oregon, on the 1 day of June 1931 at the regular meeting of said Common Council.

Dated this 1 day of June, 1931.

Chas Carroll
City Recorder.

PR169a

June 1, 1931

March Construction Co.,
1313 First Avenue,
Spokane, Washington.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the regrading of the West Unit, Huntington-Slides Section on the Old Oregon Trail Highway in Baker and Malheur Counties.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

169-A

May 28, 1931.

Mr. H. E. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Huntington-Malheur County Line Section, Emergency Project No. 169-A.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. H. Rush/HS

Encl.

Oregon State Highway Department   Emergency Project No. 139-A

HUNTINGTON-MALHEUR COUNTY LINE SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, May 26, 1931.

Grading (Sta. 2297+50 to Sta. 2555+00)

All Required	Clearing and Grubbing	$	$ 50.00
58,500 cu. yds.	Common Excavation	0.25	14,625.00
4,000 cu. yds.	Solid Rock Excavation	0.90	3,600.00
53,000 yd. stas.	Overhaul	0.02	1,060.00
13,000 yd. mis.	Truck Haul	0.16	2,080.00
50 cu. yds.	Class "A" Concrete	36.00	1,800.00
3,200 lbs.	Metal Reinforcement	0.10	320.00
6,600 cu. yds.	Salvaging Surfacing Materials	0.65	4,290.00
30,000 cu. yds.	Gravel or Rock Topping	0.40	12,000.00
50,000 yd. mis.	Hauling Gravel or Rock, Trk. Meas.	0.16	8,000.00
300 lin. ft.	Salvaging Culvert Pipe	1.00	300.00
90 lin. ft.	15" Concrete Siphon Pipe	2.25	202.50
620 lin. ft.	18" Concrete Culvert Pipe	2.00	1,240.00
260 lin. ft.	24" Concrete Culvert Pipe	3.00	780.00
110 lin. ft.	36" Concrete Culvert Pipe	6.00	660.00
	Sub-total		$ 51,007.50
	10% Engr. & Cont.		5,100.75
	Total		$ 56,108.25

Gross length of Project	5.126 miles
Length of Roadway (Sta. 2555+00 to Sta. 2568+20.5) (Exception)	.250 miles
Length of grading project	4.876 miles
Cost per mile, grading project	$ 11,507.02
Estimated percentage of work to be completed on Sept. 1, 1931	100%
Federal Aid Funds requested	$ 28,054.12 (50%)
Emergency Advance Funds requested	28,054.13
	56,108.25

State Funds for Maintenance: Chapter 41, Laws 1927.

Form 30—F-20138—5M—1-31

P1 104a

NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date May 24, 1931

Job name Huntington-Slides West Unit
Week from May 16, to May 23
Mail address Huntington, Ore.
Highway Old Oregon Trail
Telegraph or telephone address Phone 223
County Baker Job prefix IPL
Express and freight address Huntington, Ore.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

The center line has been retraced and 2.9 miles of levels run on this project.
The contractor has moved in and is setting up camp.
Three men worked clearing Right of Way Saturday and three men with one team started excavation on box culvert at station 2378+25.
The weather has been fair with considerable wind.

RECEIVED
MAY 26 1931

(See back of this sheet for instructions and detailed information)

Signed N. J. Millar.
Title Resident Engr.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

E. P.-162 A)

May 11, 1931.

Mr. W. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of Estimate accompanying plans and five bid proposals for the Huntington-Malheur County Line Section, Emergency Project No. 162-A.

Five sets blueprint plans are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. M. Nash/MC

Encl.

Oregon State Highway Department   Emergency Project No. 169-A.

HUNTINGTON-MALHEUR COUNTY LINE SECTION

OF THE OLD OREGON TRAIL IN BAKER COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 11, 1931.

Grading (Sta. 2297+60 to Sta. 2555+00)

All Required	Clearing and Grubbing	$	$ 300.00
58,500 cu. yds.	Common Excavation	0.30	17,550.00
4,000 " "	Solid Rock Excavation	1.00	4,000.00
58,000 yd. sta.	Overhaul	0.04	2,320.00
13,000 yd. mi.	Truck Haul	0.20	2,600.00
80 cu. yds.	Class "A" Concrete	20.00	1,600.00
3,200 lbs.	Metal Reinforcement	0.06	192.00
6,000 cu. yds.	Salvaging Surfacing Materials	0.50	3,000.00
30,000 cu. yds.	Gravel or Rock Topping	0.50	15,000.00
60,000 yd. mi.	Hauling Gravel or Rock, Tr. Meas.	0.15	9,000.00
800 lin. ft.	Salvaging Culvert Pipe (Ext.)	1.00	800.00
140 " "	18-inch Concrete Pipe (")	2.00	280.00
110 " "	36-inch " " (")	6.00	660.00
90 " "	18-inch Siphon Pipe (new)	2.50	225.00
480 " "	18-inch Culvert " (new)	2.00	960.00
260 " "	24-inch " " (new)	3.00	780.00
	Sub-total		$59,267.00
	10% Engr. & Cont.		5,926.70
	Total		$65,193.70

Gross length of Project	5.126 miles
Length of Roadway (Sta. 2555+00 to Sta. 2568+20.5 (Exemption)	.250 "
Length of grading project	4.876 "

Cost per mile, grading project $13,370.32

Estimated percentage of work to be completed on Sept. 1, 1931 -- 100%.

Federal Aid funds requested.	$32,596.85 (50%)
Emergency Advance funds requested.	32,596.85
Total	$65,193.70

STATE Oregon

PROJECT NO. 100
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT

AS REQUIRED BY

FEDERAL AID ROAD ACT

Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) April 16, 1921.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts

1. Local name of road Nelson-Malheur Co. Line Section, Old Oregon Trail

2. Between control points of official description: La Grande and Ontario

3. Between intermediate control points if used: and

County of Baker

4. Length in miles (gross) 24.1 (net) 24.1

5. Preliminary estimate of cost: Total, $250,000; section of road to be first improved, $50,000,

of which $ - - is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) State:
(Amount.)
Sufficient to insure completion, Current Income; Chap. 175, Laws 1917: Chap. 2, Laws 1920.
(Source; refer to statute.)

(b) County
(Amount.) (Source; refer to statute.)

8—6072

7. Funds for maintenance to be provided by **State** (State or (and) county.), from the following sources: **Current Income: Chapter 41, Laws 1927** (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: **Treasurer of the State of Oregon.**

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census:

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission
(Official title of Highway Department.)

By

Chairman
(Title of officer.)

By

Commissioner
(Title of officer.)

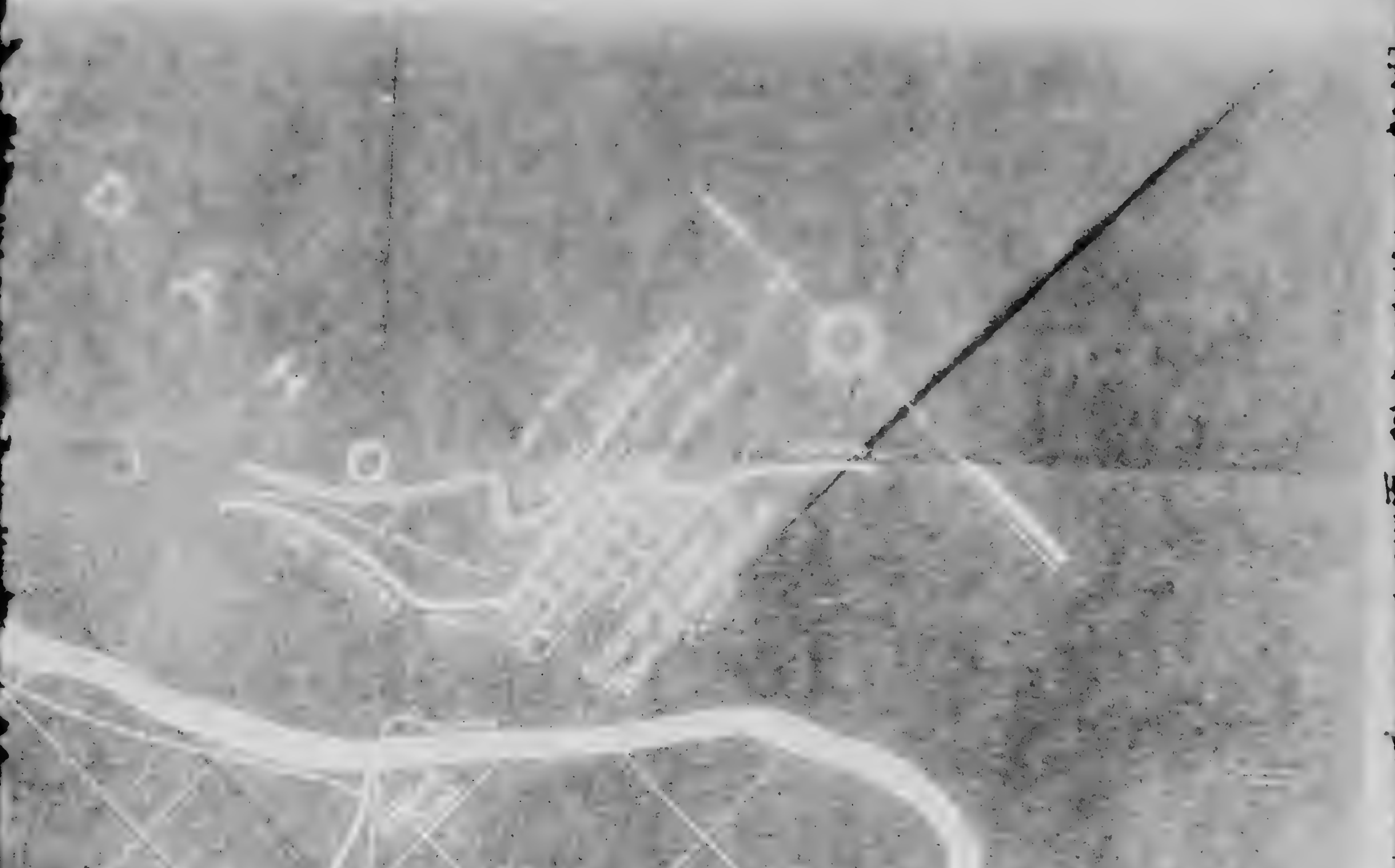
By

Commissioner
(Title of officer.)

Nelson
367
SECTION

EQUATION
RIVER

First Section to be Improved



First Section to be Improved

CONTRACT#1298,
SEE:
CONTRACT#1085

2

1298 SFE: Contract [illegible]

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

1938
STATE HIGHWAY COMMISSION

IN YOUR REPLY PLEASE
REFER TO FILE NO. NRH 168-B

March 8, 1938

Mr. R. H. Baldock
State Highway Engineer
State Office Building
Salem, Oregon

Dear Sir:

Reference is made to your request for reduction of amount of Federal funds approved for National Recovery Project No. NRH 168-B.

Please be advised that the authorized Federal pro rata share of $1,307.50, as shown on the request, has been changed to read $1,307.53 to agree with the project agreement dated June 30, 1934.

Very truly yours,

W. H. Lynch
District Engineer

LJCaufield
By L. J. Caufield
Highway Engineer

168-B

App 10378

Oregon Project No. 168-B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on July 30, 1931, by the State Highway Commission of Oregon, and on August 17, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Emergency Federal Aid Project No. 168, Section B, now designated as Oregon Project No. 168, Section B; and

WHEREAS, the plans and specifications previously approved for said Section B provided for the construction of 0.390 of a mile of graded road in Clackamas County, for which the estimate approved was $49,734.03, and $7,280.91 Federal funds were set aside to the credit of said Section B; and

WHEREAS, the construction of said Section B in accordance with the plans and specifications previously approved has been completed, finally inspected, and accepted, at a total cost of $45,390.13, and voucher in the sum of $7,280.91 has been passed for payment as the share of the Federal Government on said Section B; and

WHEREAS, the said State Highway Commission of Oregon now requests a reopening of said Section B and a revision of the plans, specifications and estimate approved therefor to provide for an extension to the project southerly from station 18+39.37 to station 13+38, thereby increasing its length from 0.390 of a mile to 0.483 of a mile, and to provide for the construction of a Portland cement concrete pavement over its entire length, at an estimated cost of $13,065.15; and by reason thereof has requested that the estimate of cost approved for said Section B be increased from the previous actual cost of $45,390.13 to $58,455.28, and that the Federal funds approved and set aside to the credit of said Section B be increased from the previous actual payment of $7,280.91 to $15,250.65:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of fifteen thousand, two hundred fifty and 65/100 dollars ($15,250.65) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Article II shall read:

> "Article II. This agreement covers the following road as described in detail in said surveys, plans and specifications:
>
> "Between survey station 13+38 at the north end of the Abernethy Creek Bridge in the City of Oregon City, and survey station 40+00 at the Clackamas River Crossing in the NE 1/4 of Sec. 30, T. 2 S., R. 2 E., W.M. (excepting therefrom that portion between survey stations 33+17 and 34+24), length 0.483 of a mile, in

Clackamas County, being Section B of Oregon Project No. 168, consisting of 0.483 of a mile of roadway and no bridges of more than 20 feet clear span, known locally as the Milwaukie - Oregon City section of the East Portland - Oregon City Highway, between official control points Milwaukie and Oregon City."

Article IV shall read:

"Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of fifteen thousand, two hundred fifty and 65/100 dollars ($15,250.65), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-eight thousand, four hundred fifty-five and 28/100 dollars ($58,455.28), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 7th day of February, 1936, and the Secretary of Agriculture on the 27th day of April, 1936.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By F L TouVelle
Member, State Highway Commission

Secretary of Agriculture,

By L. E. Boykin
Acting Chief,
Bureau of Public Roads.

Oregon Project No. 168, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. 168-B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 58,455.28 in lieu of the previous actual payment of $7,280.91, as the total estimated cost of said project, and the sum of $ 15,250.65 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 27th day of April one thousand nine hundred and thirty-six

SECRETARY OF AGRICULTURE,

By L. E. Boykin
Acting Chief, Bureau of Public Roads.

U. S. GOVERNMENT PRINTING OFFICE: 1934 8-4830

168-B

December 27, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the South Unit, Milwaukie-Oregon City Section, F. A. Project No. 168-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department **Federal Aid Project No. 168-B**

[illegible] UNIT, MILWAUKIE-OREGON CITY SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, December 9, 1935

COMPLETED FEDERAL AID WORK

Total Final Cost	$ 70,642.08
Total Federal Aid Paid	$ 14,512.44
Total Emergency Advance Funds Paid	$ 38,109.22
Total Emergency Construction Funds Paid	$ 16,873.64
Length	0.568 mile

OTHER FEDERAL AID WORK UNDER CONSTRUCTION

Total Estimated Cost	$ 1,825.50
Total Estimated NRH Funds	$ 1,307.53
Total Estimated NRM Funds	$ 517.97
Length	0.547 mile

NEW WORK

Portland Cement Concrete Pavement (Sta. 13+38 to 33+17)
(Sta. 33+34 to 40+00)

All Required		Clearing and Grubbing		$ 9.01
30	cu. yds.	Trench Excavation	$ 0.70	21.00
1,550	cu. yds.	Excavation, Single Classification	0.20	310.00
100	yd. mi.	Truck Haul	0.12	12.00
160	sq. yds.	Removal of Old Pavement	0.10	16.00
50	sq. yds.	Removal of Sidewalks	0.10	5.00
20	lin. ft.	Removal of Curbs	0.05	1.00
100	lin. ft.	4" Drain Pipe	0.25	25.00
15	only	Inlets for 4" Drains	2.00	30.00
5,800	sq. yds.	Portland Cement Concrete Pavement	1.43	8,294.00
720	lin. ft.	Expansion Joints	0.15	108.00
3,000	lin. ft.	Contraction Joints	0.02	60.00
3,000	only	Dowels	0.12	360.00
4,500	lbs.	Tie Bars and Reinforcement	0.045	202.50
360	cu. yds.	Sand Cushion	0.60	216.00
600	cu. yds.	4" - 0" Gravel in Subbase & Shoulders	0.40	240.00

160	cu. yds.	1½" - 0" Rock in Subbase & Shoulders	$ 1.60	$ 256.00
70	cu. yds.	¾" - 0" Screenings	2.00	140.00
70	cu. yds.	Filler	0.50	35.00
70	yd. mi.	Hauling Filler	0.12	8.40
120	cu. yds.	Rock Footpaths	2.25	270.00
160	tons	Class "A" Asphaltic Concrete	5.00	800.00
80	tons	Class "B" Asphaltic Concrete	5.00	400.00
1,300	sq. yds.	Surface Finish Coat	0.045	58.50
			Subtotal	$ 11,877.41
			10% Engr. & Cont.	1,187.74
			Total	$ 13,065.15

Length 0.483 mile
Cost per mile $ 27,050.00

Federal Aid Funds Requested- $ 7,969.74 (61%)
State Funds Available- 5,095.41

$ 13,065.15

State Funds for Constr: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maint: Chap. 41, laws 1927

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREGON

August 21, 1935

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Federal Aid Project No. 168-B, the south unit of the Milwaukie-Oregon City section of the East Portland-Oregon City Highway, have today been recommended for approval. This is your authority for advertising for bids. Our recommendation is subject to further review and approval by the Chief Engineer, and that any revisions required by him will be made.

Prompt submission of the bid tabulation and the project agreement estimate will be appreciated.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

168-B

August 15, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany plans and specifications for the South Unit, Milwaukie-Oregon City Section, Project No. 168-B.

Five sets of blueprint copies of the typical section and summary sheets and an advance copy of the bid proposal are being sent under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department   Federal Aid Project No. 168-B

[illegible] INCR., MILWAUKIE-OREGON CITY SECTION

OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, August 15, 1935

COMPLETED FEDERAL AID WORK

Total Final Cost	$ 70,642.08
Total Federal Aid Paid	14,512.44
Total Emergency Advance Funds Paid	38,109.22
Total Emergency Construction Funds Paid	16,873.64
Length	0.568 mile

OTHER FEDERAL AID WORK UNDER CONSTRUCTION

Total Estimated Cost	$ 1,825.50
Total Estimated NRH Funds	1,307.53
Total Estimated NRM Funds	517.97
Length	0.547 mile

NEW WORK

Portland Cement Concrete Pavement (Sta. 13+38 to 33+17) (Sta. 34+62 to 40+00)
+242

All Required		Clearing and Grubbing		$ 40.00
30	cu. yds.	Trench Excavation	$ 0.75	22.50
1,550	cu. yds.	Excavation, Single Classif.	0.45	697.50
100	yd. mi.	Truck Haul	0.12	12.00
160	sq. yds.	Removal of Old Pavement	0.30	48.00
50	sq. yds.	Removal of Sidewalks	0.20	10.00
20	lin. ft.	Removal of Curbs	0.05	1.00
100	lin. ft.	4" Drain Pipe	0.20	20.00
15	only	Inlets for 4" Drains	2.00	30.00
5,800	sq. yds.	Portland Cement Concrete Pavement	1.70	9,860.00
720	lin. ft.	3/4" Expansion Joints	0.15	108.00
3,000	lin. ft.	Contraction Joints	0.05	150.00
3,000	only	Dowels	0.22	660.00
4,500	lbs.	Tie Bars and Reinforcement	0.05	225.00
360	cu. yds.	Sand Cushion	0.75	270.00
600	cu. yds.	4" - 0" Gravel in Subbase & Shoulders	0.90	540.00

160	cu. yds.	1¼" - 0" Rock in Subbase & Shoulders	$ 1.50	$ 240.00
70	cu. yds.	3/4" - 0" Screenings	1.50	105.00
70	cu. yds.	Filler	0.50	35.00
70	yd. mi.	Healing Filler	0.15	10.50
120	cu. yds.	Rock Footpaths	3.00	360.00
160	tons	Class "A" Asphaltic Concrete	5.50	880.00
80	tons	Class "B" Asphaltic Concrete	5.50	440.00
1,300	sq. yds.	Surface Finish Coat	0.05	65.00
			Subtotal	$ 14,829.50
			10% Engr. & Cont.	1,482.95
			Total	$ 16,312.45

Length 0.483 mile

Cost per mile $ 33,773.18

Federal Aid Funds Requested- $ 9,950.59 (61%)

State Funds Available- 6,361.86

$ 16,312.45

NRM 168 B

Stencil No. 124

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREGON

IN YOUR REPLY PLEASE
REFER TO FILE NO. Oregon NRM 168-B
" NRH 168-B

August 27, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
AUG 2[illegible] 193[illegible]

Dear Sir:

We are forwarding herewith for your files an executed copy each of the ______________ project agreement and certificate for the above numbered project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

Encls.

Hyp 21861

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRM-168, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 30th day of June, 1934

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934 for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 21st day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of five hundred seventeen and 97/100 dollars ($517.97) as the share of the United States payable under said act on account of Section B of said project, which ~~does not exceed the authorized Federal pro rata share of~~ is the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State under provisions of the National Industrial Recovery Act.
(Include amount, date, and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 8+10 at Main Street near 15th Street in Oregon City and survey station 18+39.37 at north city boundary of Oregon City (excepting therefrom the portion between survey stations 11+48 and 13+33)

, length 0.159 of a mile, in Clackamas County, being Section B of Oregon U.S.Public Works project No. NRM-168, consisting of 0.159 of a mile of roadway and no bridges ~~each~~ of more than 20 feet clear span, ~~[illegible]~~ known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway.

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(a) By the State **under provisions of the National Industrial Recovery Act.**

(Include amount, date, and citation of

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5518

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of five hundred seventeen and 97/100 dollars ($ 517.97), certified to the Secretary of the Treasury as above mentioned, which ~~does not exceed the authorized Federal pro rata share of~~

~~[illegible]~~ 1a xxxxx, the approved total estimated cost of Section 3 of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 245, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section 3 of said project shall not in any event exceed the sum of five hundred seventeen and 97/100 dollars ($ 517.97), certified to the Secretary of the Treasury as above mentioned, which ~~does~~

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture
~~Secretary of Agriculture.~~

By

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as U.S. Public Works Project No. NRM-168-B. State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 517.97 as the total estimated cost of said project, and the sum of $ 517.97 as the share of the United States, payable under said acts on account of such project, which is the ~~is not more than the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 16th day of August one thousand nine hundred and thirty-four

Secretary of Agriculture
~~Secretary of Agriculture~~

By [illegible]
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

Ag. 10378

Form P. R. 2
State ......Oregon......
U.S.Public Works   Project No. ..[illegible]-166, Section B.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of June, 1934

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 4th day of December, 1933, a revised project statement, which was approved by the Secretary on the 31st day of January, 1934, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 21st day of March, 1934; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of one thousand, three hundred seven and 53/100 dollars ($1,307.53) as the share of the United States payable under said act on account of Section B of said project, which is ~~does not exceed the authorized Federal percentage of~~ the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State **under provisions of the National Industrial Recovery Act.** (Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between **survey station 18+39.37 at the north city boundary of Oregon City and survey station 40+00 in the NE¼ of Section 30, T 2 S, R 2 E, W.M., (excepting therefrom the portion between survey stations 33+17 and 34+24)**, length **0.388 of a** mile~~s~~ in **Clackamas** County, being Section **B** of **Oregon U.S.Public Works** project No. **NRM-168**, consisting of **0.388 of a** mile~~s~~ of roadway and **no** bridges, ~~each~~ of more than 20 feet clear span, ~~the miles in length~~ **known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway.**

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that full compliance with the provisions of Executive Order No. 6646, issued by the President March 14, 1934, will be enforced at all times in carrying out the improvement contemplated by this agreement, and that any contract let for the construction of the project covered by this agreement shall contain a specific requirement of compliance with said Executive Order.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of one thousand, three hundred seven and 53/100 dollars ($ 1,307.53), certified to the Secretary of the Treasury as above mentioned, which ~~[illegible]~~

[illegible]

~~dollars ($~~ is ~~xxxxxxx~~) the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931.
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 16th day of August, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—5518

By

Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF **Oregon**

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as **U.S.Public Works** Project No. **NRM-168-B.** State of **Oregon**

SECOND. That in accordance with said provisions I have approved the sum of $ **1,307.53** as the total estimated cost of said project, and the sum of $ **1,307.53** as the share of the United States, payable under said acts on account of such project, which **is the** d~~oes not exceed the authorized Federal pro rata share of said~~ total estimated cost.

Done at the city of Washington, this 16th day of August one thousand nine hundred and thirty-four

Secretary of Agriculture
Se~~cretary of Agriculture~~xxxx

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

By
Acting Chief, Bureau of Public Roads

#1453

167B

August 4, 1934

United States Fidelity & Guaranty Co.
c/o G. H. Eckles, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of affidavit executed on behalf of Wadhams & Company, Inc., setting forth their claim against the bond furnished by Saxton & Looney in connection with State Highway Contract No. 1453 which covers construction work on the Clackamas River-Canemah Section of the Pacific Highway.

This copy is sent to you as you appear as surety on the bond involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

JM:MC Secretary

cc - Saxton & Looney & Co.
Corvallis, Oregon

August 4, 1934

Mr. Edward A. Boyrie
400 Pittock Block
Portland, Oregon

Dear Sir:

In accordance with your request of August 2 we are sending to you today, under separate cover, a certified copy of State Highway Contract No. 1453 which was awarded to Saxton & Looney & Co. for construction work on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

JM:MC

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

August 2nd, 1934

Secretary - Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

I enclose herewith affidavit executed on behalf of Wadhams & Company, Inc., to the effect that the company has a claim against the bond taken from Saxton & Looney and United States Fidelity & Guaranty Co. on the work of State Highway Contract No. 1453.

Said affidavit is furnished for the purpose of obtaining certified copy of the contract and bond as provided by law.

Would you be so kind as to send same forward.

Very truly yours,

E a Boyrie

EAB:MG
Encl.

IN THE DISTRICT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF MULTNOMAH.

AFFIDAVIT.

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, S. A. BURNHAM, being first duly sworn, depose and say that I am Credit-Manager of Wadhams & Company, Inc. and have personal knowledge of the facts hereinafter stated; that Wadhams & Company, Inc., has furnished supplies and materials for the prosecution of the work of State Highway Contract No. 1453, grading and bridge structure on the Clackamas River, Canemah Section of the Pacific Highway in Clackamas County, upon which Saxton & Looney are the principal contractors and the United States Fidelity & Guaranty Co. is the surety; that payment for said supplies and materials has not been made and that the same are of the value of FIFTY TWO and 80/100ths ($52.80) Dollars, which is due to Wadhams & Company, Inc.

S A Burnham.

Subscribed and sworn to before me this 1st day of August, 1934.

Gustaf A Johnson
Notary Public of Oregon

My Commission expires: My Commission Expires Dec. 11th, 1936

April 3, 1934

Mr. J. M. Devers
OFFICE

Dear Sir:

At the last meeting of the Commission you advised the Commission that it had legal authority to change the plans for the construction of the north unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway so as to place the highway adjacent to the railroad between engineer's stations 407 and 462. The Commission, thereupon, voted to make such change and instructed me to change the plans and forms therefor and to insert a clause in the new contracts providing for such change. Will you kindly prepare such clause for insertion in the contract?

Yours very truly

HBG:MC

State Highway Engineer

cc - S. H. Probert

168B

April 3, 1934

Mr. H. G. Smith
Construction Engineer
OFFICE

Dear Sir:

The Commission, at its last meeting, approved a change in the plans for the construction of the north unit of the Portland-Milwaukie Section of the East Portland-Oregon City Highway so as to place the highway closer to the railroad. This action was taken upon advice from the Attorney that the Commission has legal authority to make such change. Please revise your plans for this project in conformance therewith. Mr. Devers will prepare a clause for insertion in the contract to take care of the matter.

Yours very truly,

~~Secretary~~
St Hy Engr

HBG:MC

cc - J. M. Devers
S. H. Probert

#1453

168-B

July 17, 1934

Wadhams & Company, Inc.
210 S. E. Morrison Street
Portland, Oregon

Attention: Mr. S. A. Burnham,
Credit Manager

Gentlemen:

Reference is made to your letter of July 14 regarding your claim against Saxton & Looney arising out of their contract for the construction of the Clackamas River-Canemah Section of the Pacific Highway, Contract No. 1453.

You ask for information as to when you are to receive payment of your claim. The State Highway Commission does not attempt to collect claims against contractors for the benefit of creditors but it does require the contractor to furnish a bond for the protection of the creditors. It is presumed that the creditor will take whatever action is necessary against the bond to secure settlement of his claim. In our opinion, if you have been unable to secure satisfactory settlement of your claim against Saxton & Looney, your next step is to take action in the courts.

Yours very truly,
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

July 17, 1934

United States Fidelity & Guaranty Co.
c/o G. B. Eckles, Manager
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of a letter from Wadhams & Co., Inc. regarding their claim in the amount of $54.00 against the bond furnished by Saxton & Looney in connection with State Highway Contract No. 1453 covering construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

This information is given you as you appear as surety on the bond involved.

Yours very truly,
STATE HIGHWAY COMMISSION

By

HBG:MC Secretary

cc - Saxton & Looney
Corvallis, Oregon

COPY

WADHAMS & COMPANY

210 S. E. Morrison, at Second
Portland Oregon

July 14th, 1934.

Secretary of State,
Salem, Oregon.

Dear Sir:

Under date of October 23rd, 1933, we filed a claim in the amount of $54.00, against the Bond taken from Saxton & Looney, contractors; M. J. Campbell, sub-contractor, and the United States Fidelity & Guaranty Company, for work on State Highway, Contract No. 1453.

We received a notice under date of October 24th, 1933, that same had been filed, signed Hal E. Hoss, Secretary of State.

We have not received any monies, or notice as to when this will be forthcoming.

May we have information at this time.

Yours very truly,

WADHAMS & CO., INC.
S. A. Burnham
Credit Manager.

SAB:SL

July 16, 1934
Respectfully referred to the State Highway Commission for attention.
STATE DEPARTMENT

RECEIVED
JUL 17 1934
OREGON
STATE HIGHWAY COMMISSION

June 7, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of agreement estimate for landscaping of the South Unit, Milwaukie-Oregon City Section, Project No. NRH 168-B.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

J. W. Nash
Assistant Office Engineer

JWN:GS

Encl.

Oregon State Highway Department

National Recovery
Project No. 168-B

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on estimated costs of state force construction).

Salem, Oregon,
June 4, 1934.

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-B

(STA. 8+10 TO STA. 38+39.37)

Materials		
Plants, - (Trees, shrubs and vines required as per planting plans and plant order list with specifications)		$ 89.74
Fertilizer, - Sheep guano, not sterilized, or equivalent) 1 ton at $12.50 del.		12.50
, - Finely ground peat moss 15 bales at $1.50 del.		22.50
Tree Stakes, - (2" x 2" x 8') 29 only at $0.15		4.35
Miscellaneous		3.00
Equipment		
Truck Rentals 2 Trucks 3 days at $6.00		36.00
Labor		
Grading and Leveling Work .16 mile at $700.00		112.00
Planting Trees, Shrubs and Vines		
29 trees at $0.60 per tree	$17.40	
244 shrubs at $0.40 per shrub	97.60	
36 ground covers at $0.05	1.80	116.80

Superintendence

1 Planting Foreman at $125.00 per mo. (1/10 mo.)	$12.50	
1 Nursery " at 125.00 " " "	12.50	
1 Layout Man at 125.00 " " "	12.50	
1 Timekeeper at 125.00 " " "	12.50	$ 50.00

Operation of Trucks

2 Truck Drivers at $4.00 per day - 3 days	24.00
Sub-total..................	$ 479.98
10% Engr. & Cont............	47.99
Total..................	$ 527.97

Length (excl. bridge) 9.159 miles
Cost per mile $3,257.67

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 168-B

(STA. 18+30.37 TO STA. 40+00)

Materials

Plants, - (Trees, shrubs and vines as per planting plans and plant order list with specifications)		$ 226.72
Fertilizer, - Sheep guano, not sterilized, or equivalent)		
2 tons at $12.50 del.	$25.00	
, - Finely ground peat moss 45 bales at $1.50	67.50	
Tree Stakes, - (2" x 2" x 8') 35 only at $0.15 del.	5.25	
Miscellaneous	9.00	333.47

Equipment

Truck Rentals 2 Trucks at $6.00 per day - 6 days	72.00

Labor

Grading and Leveling Work		
.39 mile at $700.00	$ 273.00	
Planting Trees, Shrubs and Vines		
35 trees at $0.60	21.00	
853 shrubs at $0.40	341.20	$ 635.20

Superintendence

1 Planting Foreman at $125.00 per mo. (1/5 mo.)	$ 25.00	
1 Nursery Foreman at 125.00 " " "	25.00	
1 Layout Man at 125.00 " " "	25.00	
1 Timekeeper at 125.00 " " "	25.00	100.00

Operation of Trucks

2 Truck Drivers at $4.00 per day - 6 days	48.00
Sub-total..............	$1,188.67
10% Engr. & Cont......	118.86
Total.............	$1,307.53

Length of Roadway 0.388 mile
Cost per mile $ 3,369.92

National Recovery Municipal Funds Requested	(Proj. No. NRM 168-B)	$ 517.97
National Recovery Highway Funds Requested	(Proj. No. NRH 168-B)	1,307.53
		$1,825.50

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

FORM B-S-1 14788 1500 4-34

COMMISSIONERS
LESLIE ~~M. SCOTT~~, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

C. B. McCULLOUGH
BRIDGE ENGINEER

OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT
SALEM

Portland Electric Power Co.,
Portland, Oregon.

Attention Mr. Thomas Pumfrey:

Gentlemen:

This is in answer to your letter of May 18, with reference to work which the Portland Electric Power Company is doing with their own forces in connection with the undercrossing of the Portland Electric Power Company's tracks over the East Portland-Oregon City Highway in southeast Portland.

Our contract provides that "The railroad company will furnish and lay all rails and furnish and place all necessary material to make the trolley connection on both the permanent and temporary structures." The Portland Electric Power Company will be reimbursed by the State Highway Commission for the above mentioned work upon invoices from them supported by the payrolls covering labor on the work and invoices for materials used.

Our contract also provides that before beginning work, the contractor shall enter into a written agreement with the railroad company indemnifying it against all claims, demands, loss, damage and liability growing out of the performance of the work to be done by the contractor. Such contract shall be in a form satisfactory to the railroad company, and the contractor shall immediately furnish a surety bond in the amount of $10,000, guaranteeing the railroad company that the contractor will carry out all his obligations under the contract.

You state in your letter that it is your understanding that you are to have the privilege of furnishing an inspector to see that the contractor's work is carried on without endangering your railroad service, and that the expense of this inspection is to be charged to the State Highway Department.

This is not our understanding of the Public Utilities Commissioner's order covering this structure. This order states that

> "the incidental expense in connection with maintaining railroad traffic such as flagmen, watchmen, shall be borne by the railroad company"

and no place in their order do they mention any inspection other than this as required.

We have placed our own engineer on this job to see that the terms of the contract are lived up to. We have no objection to the Portland Electric Power Company's making such inspections of the work with their own forces as they see fit, but do not see where the expense of such inspection should be charged to the State Highway Commission.

Very truly yours,

C. B. McCullough
Assistant State Highway Engineer

GSP:AP

FORM 2-A-1 12331 10M 11-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

[illegible]-B

OREGON STATE HIGHWAY COMMISSION
SALEM

309 Weatherly Bldg.
Portland, Oregon
April 7, 1934

IN REPLY PLEASE REFER TO FILE NO.

Mr. S. H. Boardman
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Boardman:

This is a letter in regard to the low bid tabulation on the Oregon City Milwaukie Section. In a few cases, the award was not given to the low bidder. There was in every case a justifiable reason for the change. I am herein stating my reasons:

Item #6 Martin Bernard bid $0.17 on stock that had not been transplanted, this returns it to woods grown stock. Portland Wholesale Nursery Co. bid on smaller size stock than was specified. Awarded to Portland Rose Nursery at $0.20.

Item #11. Doty & Doerner were low on bids of both Nursery grown and woods grown stock. There was $0.90 difference in the bid on the two items. The award was made to them in the woods grown stock. In this particular plant it was not worth the difference.

Item #13. Doty & Doerner bid on three-four foot stock at 28¢. J. B. Pilkington bid on two-three foot stock at 30¢. Pilkington met specifications, but Doty & Doerner will furnish a better plant for less money. Award to Doty & Doerner.

Item #41. Doty & Doerner bid $0.60 on grade called for. Portland Wholesale Nursery Co. bid $0.54 on stock under specifications. Award to Doty & Doerner.

Item #42. J. B. Pilkington bid $0.60 on specified size. Villa Nurseries bid $0.52 on stock under specified size. Award to J. B. Pilkington.

Item #54. Portland Wholesale bid $0.44 on stock under specified size. Martin Bernard bid $0.50 on specified size. Award to Martin Bernard.

Item #64. Villa Nurseries bid $0.67 on stock below specifications. Portland Wholesale Nursery Co. bid $0.74 on size specified.

Sincerely yours,

David E. Thompson

March 6, 1934

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany landscaping plans for the South Unit, Milwaukie-Oregon City Section, Projects No. NRM 168-C and NRM 168-D.

Five bid proposals, five planting specifications and five sets of blueprint plans are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery
Project No. 168-B

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate to ~~accompany landscaping plans~~ - Not as basis for project ~~agreement~~)
(Estimate [illegible] basis for project agreement. Based on estimated costs of state force construction

Salem, Oregon, ~~March 6~~, 1934

NATIONAL RECOVERY MUNICIPAL PROJECT NO. NRM 168-B

(STA. 8+10 TO STA. 30+39.37)

Materials		
Plants, - (Trees, shrubs and vines required as per planting plans and plant order list with specifications)		$ ~~150.00~~ $ 89.74
Fertilizer, - Sheep guano, not sterilized, or equivalent) 1 ton at $12.50 del.		12.50
, - Finely ground peat moss 15 bales at $1.50 del.		22.50
Tree Stakes, - (2"x2"x8') 29 only at $0.15		4.35
Miscellaneous		3.00
Equipment		
Truck Rentals 2 Trucks 3 days at $6.00		36.00
Labor		
Grading and Leveling Work .16 mile at $700.00		112.00
Planting Trees, Shrubs and Vines		
29 trees at $0.60 per tree	$17.40	
244 shrubs at $0.40 per shrub	97.60	
36 ground covers at $0.05	1.80	116.80

Superintendence

1 Planting Foreman at $125.00 per mo. (1/10 mo.)	$12.50		
1 Nursery Man at $125.00 " " "	12.50		
1 Layout Man at $125.00 " " "	12.50		
1 Timekeeper at $125.00 " " "	12.50	$ 50.00	

Operation of Trucks

2 Truck Drivers at $4.00 per day - 3 days		24.00	
	Sub-total	$ 531.15	470.89
	10% Engr. & Cont.	53.11	47.08
	Total	$ 584.26	517.97

Length (excl. bridge)	0.159 mile *
Cost per mile	$3,674.60 3,257.67

NATIONAL RECOVERY HIGHWAY PROJECT NO. NRH 160-B

(STA. 18+39.37 to STA. 40+00)

Materials

Plants, - (Trees, shrubs and vines as per planting plans and plant order list with specifications)		$ 435.00	226.72
Fertilizer, - Sheep guano, not sterilized, or equivalent)			
2 tons at $12.50 del.	$25.00		
, - Finely ground peat moss 45 bales at $1.50	67.50		
Tree Stakes, - (2"x2"x8') 35 only at $0.15 del.	5.25		
Miscellaneous	9.00	541.75	333.47

Equipment

Truck Rentals	
2 Trucks at $6.00 per day - 6 days	72.00

Labor			
Grading and Leveling Work			
.39 mile at $700.00	$ 273.00		
Planting Trees, Shrubs and Vines			
35 trees at $0.60	21.00		
853 shrubs at $0.40	341.20	$ 635.20	
Superintendence			
1 Planting Foreman at $125.00 per mo. (1/5 mo.)	$25.00		
1 Nursery " at $125.00 " " "	25.00		
1 Layout Man at $125.00 " " "	25.00		
1 Timekeeper at $125.00 " " "	25.00	100.00	
Operation of Trucks			
2 Truck Drivers at $4.00 per day - 6 days		48.00	
Sub-total		$ 1,396.95	1188.67
10% Engr. & Cont.		~~139.69~~	118.86
Total		$ 1,536.64	1307.53
Length of Roadway	0.388 mile		
Cost per mile	$ 3,960.41	3369.92	
National Recovery Municipal Funds Requested (Proj. No. NRM 160-3)		$ ~~584.26~~	$ 517.97
" " Highway " " (Proj. No. NRH 160-3)		~~1,536.64~~	1307.53
		~~$2,120.90~~	$ 1825.50

State funds for Constr. Chap 175, Laws 1917; Chap 31, Laws 1920
" " " Maint. Chap 41, Laws 1917

#2453

168B

March 5, 1934

U. S. Fidelity & Guaranty Co.
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by Word & Grimshaw, Inc. against Saxton & Looney & Co. for merchandise in the amount of $523.02 furnished to such contractor in connection with the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, state highway contract No. 1453.

This information is given you inasmuch as you appear as surety on the bond furnished by the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jm

c.c. Saxton & Looney & Co.
Corvallis, Oregon

March 5, 1934

Hon. P. J. Stadelman
Secretary of State
Capitol

Dear Sir:

This will acknowledge receipt of your letter of March 2 inclosing three copies of a notice of claim filed in your office by Word & Grimshaw, Inc. for $523.02 against Saxton & Looney & Co. in in connection with state highway contract No. 1453 awarded to such company for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

As is our usual practice, we are today forwarding copies of such notice to the contractor and his surety.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

1453

P. J. STADELMAN
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
[illegible]

March 2, 1934

Oregon State Highway Commission
State Office Buding
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Word & Grimshaw, Inc. for $523.02 against the bond taken from Saxton & Looney, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Clackamas River-Canemah Section of the Pacific Highway, which claim was received from Wood, Montague, Matthiessen & Rankin, Attorneys, Portland, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

P. J. Stadelman
Secretary of State

HM
encs. 3

CLAIM FOR GOODS, WARES, MERCHANDISE AND SERVICES SUPPLIED BONDED CONTRACTOR ON PUBLIC WORKS

In the Matter of the Claim of Word & Grimshaw, Inc., an Oregon corporation against Saxton & Looney, contractors, M. J. Campbell, Inc., sub-contractor, and the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation, surety.

STATE HIGHWAY CONTRACT NO. 1453 — Clackamas River-Canemah Section of the Pacific Highway.

To The Honorable P. J. Stadelman, Secretary of State, and the honorable members of the Oregon State Highway Commission.

Gentlemen:

Notice is hereby given that the undersigned, Word & Grimshaw, Inc., an Oregon corporation, has a claim for goods, wares and merchandise, to-wit: truck tires and tubes, and materials and services on the same, and postage and transportation, in the sum of Five Hundred Twenty-Three Dollars and 02/100 ($523.02) against the surety bond taken from Saxton & Looney, and the United States Fidelity & Guaranty Company, a corporation, as surety, for the work described in State Highway Contract No. 1453, consisting of certain construction work upon the Clackamas River-Canemah Section of the Pacific Highway, which said labor and materials above mentioned were furnished to M. J. Campbell, Inc., a sub-contractor, upon said job above described.

No part of the above sum has been paid.

Respectfully yours,

WORD & GRIMSHAW, INC.
By R. M. Grimshaw (signed)
Secretary-Treasurer

STATE OF OREGON)
) ss
County of Multnomah)

I, RAY H. GRIMSHAW, being first duly sworn, depose and say:

That I am the Secretary-Treasurer of WORD & GRIMSHAW, INC., which is a corporation organized under and existing by virtue of the laws of the State of Oregon, and that the allegations contained in the foregoing claim are true as I verily believe.

R. M. GRIMSHAW (signed)

Subscribed and sworn to before me this 14th day of February, 1934

Bert T. Gooding (signed)
Notary Public for Oregon
My commission expires
October 23, 1935

Endorsed:
File No. 2403
Filed February 15, 1934
P. J. STADELMAN, Secretary of State

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREGON

February 9, 1934

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to final voucher for Oregon E.C.H. project E-168-B, submitted in the amount of $3,753.97.

The credit of $131.98 from Oregon E.C.H. project E-168-C has been considered as a previous payment on this project and the voucher is being recommended in the reduced amount of $3,621.99.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1453

168-B

December 18, 1933

U. S. Fidelity & Guaranty Company
C. G. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

We are in receipt of information that the Commercial Tire Company has a claim for material furnished to Saxton & Looney & Co. in connection with the contract awarded them by the State Highway Commission for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, State Highway Contract No. 1453. This information is being given to you inasmuch as you appear as surety on the bond furnished by the contractor in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. Saxton & Looney & Co.
Corvallis, Oregon

SECRETARY OF STATE

December 18, 1933

Wood, Montague, Matthiessen & Rankin
Attorneys and Counselors
1310 Yeon Building
Portland, Oregon

Gentlemen:

Attention Mr. Bert S. Gooding

Responding to your request of December 14 addressed t Hal E. Hoss, Secretary of State and by him referred to this office, I am today sending you by express a certified copy of State Highway Contract No. 1453 awarded by the State Highway Commission to Saxton & Looney & Co, for grading the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, said certified copy to be used in connection with the claim of the Commercial Tire Company against the above contractor.

Very truly yours
STATE HIGHWAY COMMISSION

Secretary

HBG:jn

c.c. Hal E. Hoss, Secy of State
Capitol

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

December 16, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed a letter from Wood, Montague, Matthiessen & Rankin, Attorneys, Portland, Oregon, and an affidavit of the Commercial Tire Company requesting a certified copy of the contract and bond covering their notice of claim.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 2

WOOD, MONTAGUE, MATTHIESSEN & RANKIN
ATTORNEYS AND COUNSELORS

CABLE ADDRESS "LINWOOD"
ABC AND SCOTT'S CODES

1310 YEON BUILDING
PORTLAND, OREGON

RICHARD W. MONTAGUE
ERSKINE WOOD
MARK M. MATTHIESSEN
ROBERT R. RANKIN

BERT S. GOODING
W. L. GOSSLIN

Dec.
14th
1933.

SUBJECT: Clackamas River-Canemah Job
Contract No. 1453

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:-

We enclose herewith affidavit of the Commercial Tire Company requesting a certified copy of the principal contract and bond covering the above job.

If the enclosed affidavit is not in proper form kindly return and we will have the same amended, as the Commercial Tire Company is desirous of bringing action against the principal contractor and the surety.

Thanking you in advance, we are

Yours respectfully,

Wood, Montague, Matthiessen & Rankin
Attorneys for
Commercial Tire Company

BSG/M
Encl.

Respectfully referred to the State Highway Commission for attention.
HAL E. HOSS, Secretary of State

SECRETARY OF STATE
RECEIVED
DEC 16 1933
HAL E. HOSS

APPLICATION FOR CERTIFIED COPY OF CONTRACT AND BOND.

In the Matter of the Claim of Commercial Tire Company, an Oregon corporation, against Saxton & Looney, contractors, M. J. Campbell Co., sub-contractor, and the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation, surety.	STATE HIGHWAY CONTRACT No. 1453 -- Clackamas River-Canemah Section of the Pacific Highway.

To the Honorable Hal E. Hoss, Secretary of State, and the honorable members of the Oregon State Highway Commission.

STATE OF OREGON)
) ss.
County of Multnomah)

I, JACK FLETCHER, after first being duly sworn, depose and say:

That I am the duly elected President of the Commercial Tire Company, an Oregon corporation, and know of my own knowledge that said Commercial Tire Company furnished goods, wares and merchandise, to-wit, truck tires, tubes and automobile accessories to M. J. Campbell Co., the sub-contractor under State Highway Contract No. 1453, Clackamas River-Canemah Section of the Pacific Highway,which said merchandise is of the reasonable and agreed value of $545.95, no part of which has been paid by said M. J. Campbell Co. or Saxton & Looney, the principal contractors on said job;

That a notice of claim for goods, wares and merchandise has been filed with Hal E. Hoss, Secretary of State, within six months after the completion and acceptance of said principal contract, and this affidavit is made pursuant to the terms of Section 67-1101, Oregon Code Annotated, for the purpose of having furnished to the Commercial Tire Company a certified copy of the principal contract and bond covering the above described job.

Jas E Fletcher

Subscribed and sworn to before
me this 15th day of December, 1933.

Bert S. Gooding
Notary Public for Oregon
My Commission expires Oct. 23, 1935

#1453

168 B

December 4, 1933

Honorable Hal E. Hoss
Secretary of State
CAPITOL BUILDING

Dear Sir:

This will acknowledge receipt of your letter of November 29 inclosing three copies of notice of claim filed by the Commercial Tire Company for materials furnished in the amount of $545.95 to Saxton & Looney in connection with the construction of the Clackamas River-Canemah Section of the Pacific Highway, contract numbered 1453.

In accordance with your usual practice, I am today forwarding copies of this notice to the contractor and his surety.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

December 4, 1933

U. S. Fidelity & Guaranty Company
C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by the Commercial Tire Company for materials furnished in the amount of $545.95 to Saxton & Looney in connection with the construction of the Clackamas River-Canemah Section of the Pacific Highway, contract #1453.

This copy is being forwarded to you inasmuch as you appear as surety on the bond furnished by the contractor in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. Saxton & Looney
Corvallis, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

DEC 1 - 1933

November 29, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information, three copies of a notice of claim by Commercial Tire Company for materials furnished in the amount of $545.95 against the bond taken from Saxton & Looney, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Clackamas River-Canemah Section of the Pacific Highway, contract No. 1453, which was forwarded to this office by Wood, Montague, Matthiessen & Rankin, Attorneys at Law, Portland, Oregon.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

CLAIM FOR GOODS, WARES, MERCHANDISE AND SERVICES SUPPLIED BONDED CONTRACTOR ON PUBLIC WORKS

In the Matter of the Claim of Commercial Tire Company, an Oregoncorporation, against Saxton & Looney, contractors, M. J. Campbell Co., sub-contractor, and the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation, surety.

STATE HIGHWAY CONTRACT No. 1455 —Clackamas River-Canemah Section of the Pacific Highway.

To The Honorable Hal E. Hoss, Secretary of State, and the honorable members of the Oregon State Highway Commission.

Gentlemen:-

Notice is hereby given that the undersigned, COMMERCIAL TIRE COMPANY, and Oregon corporation, has a claim for goods, wares and merchandise, to-wit, truck tires and tubes, and materials and services on the same, and postage and transportation, in the sum of Five Hundred Forty-five and 95/100 ($545.95) against the surety bond taken from Saxton & Looney, and the United States Fidelity & Guaranty Company, a corporation, as surety, for the work described in State Highway Contract No. 1455, consisting of certain construction work upon the Clackamas River-Canemah Section of the Pacific Highway, which said labor and materials above mentioned were furnished to M. J. Campbell Co., a sub-contractor, upon said job above described.

No part of the above sum has been paid.

Respectfully yours,

COMMERCIAL TIRE COMPANY

By JACK FLETCHER
President

STATE OF OREGON)
) ss
County of Multnomah)

I, JACK FLETCHER, being first duly sworn, depose and say;

That I am the President of the Commercial Tire Company, which is a corporation organized under and existing by virtue of the laws of the State of Oregon, and that the allegations contained in the foregoing claim are true as I verily believe.

JACK FLETCHER

Subscribed and sworn to before me
this 27th day of November, 1933.

(SEAL) BERT S. GOODING
Notary Public for Oregon My commission expires Oct. 23, 1935.

Endorsed: File No. 2363
Filed November 29, 1933
HAL E. HOSS, Secretary of State

#1453

162-B

October 25, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 24 enclosing copies of notice of claim of Wadhams & Company, Inc., against Saxton & Looney & Co. in connection with State Highway Contract No. 1453 which was awarded to them for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours

Secretary

AJ

October 25, 1933

U. S. Fidelity & Guaranty Co.
℅ C. O. Price, Agent
Porter Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed with the Secretary of State by Wadhams & Company, Inc., against Saxton & Looney in connection with their contract for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

The amount of the claim is $54.60; it was incurred by M. J. Campbell, subcontractor, for oil.

This information is given you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Saxton & Looney & Co.
Corvallis, Oregon

COPY

WADHAMS & COMPANY, INC.,
210 S. E. Morrison at Second
Portland, Oregon

October 23rd, 1933

To The Secretary of State,
State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned, Wadhams & Company, Inc., has a claim for Oil, in the sum of Fifty-four Dollars ($54.00), against the bond taken from Saxton & Looney, Contractors; M. J. Campbell, subcontractor; and United States Fidelity & Guaranty Co., C. O. Price, Agent, Porter Building, Portland, Oregon, Surety, for the work of State Highway Contract No. 1453, grading and bridge structure on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

WADHAMS & COMPANY, Inc.
By S. A. Burnham
ASST. CREDIT MANAGER.

Endorsed: File No. 2338
Filed October 24, 1933
HAL E. HOSS,
Secretary of State

RECEIVED
OCT 25 1933

C. N. LAUGHRIDGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
OCT 25 1933
OREGON
STATE HIGHWAY COMMISSION

October 24, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed three copies of a notice of claim by Wadhams & Company, Inc. for materials furnished in the amount of $54.00 against the bond taken from Saxton & Looney, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, State Highway Contract No. 1453.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E. Hoss
Secretary of State

HM
encs. 3

#1453

168-B

October 20, 1933

Wadhams & Company, Inc.
210 S. E. Morrison at Second
Portland, Oregon

Gentlemen:

Your inquiry of October 18 has been received, and we are pleased to furnish you the following information concerning the state highway contract that was awarded to Sexton & Looney:

Description of Job: State Highway Contract No. 1453, grading and bridge structure on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

Amount of Surety Bond: $67,514.20.

Name of Surety Company: United States Fidelity & Guaranty Company

Agent of Surety Company: C. O. Price, Porter Building, Portland, Oregon.

The project was completed by the contractor on July 15, 1933, and was accepted by the State Highway Commission on August 24, 1933.

Very truly yours

Secretary

AJ

WADHAMS & COMPANY, INC.
ESTABLISHED [illegible]
WHOLESALE GROCERS, FRESH FRUITS AND PRODUCE
MANUFACTURERS, IMPORTERS, AND COFFEE ROASTERS
TELEPHONE EAst 6101
210 S. E. MORRISON AT SECOND
PORTLAND, OREGON

IN REPLY
ATTENTION OF

October 18th, 1933

RECEIVED
OCT 19 1933
OREGON

State Highway Commission,
Salem, Oregon.

Gentlemen:

We wish the information regarding job number, title, and Bond Company for the job that Saxton & Looney, Contractors, had on the Pacific Highway at Oregon City.

We have a claim against M. J. Campbell, sub-contractor under Saxton & Looney, and are unable to file our claim against the Bond Company until we can secure the above information.

Thanking you in advance for an early reply.

Yours very truly,

S A Burnham
WADHAMS & CO., INC.

SAB:SL

#1453

11 8B

October 18, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by Word & Grimshaw, Inc. against the bond furnished by Saxton & Looney & Company in connection with contract No. 1453 which covers construction work on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. This claim is in the amount of $525.02 and represents materials furnished.

This information is given you as you appear as surety on the bond furnished in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC
cc - Saxton & Looney & Co.
Corvallis, Oregon

October 18, 1933

Hal E. Hoss, Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your communication of October 13th with attached copies of notice of claim filed by Word & Grimshaw Inc. against the bond furnished by Saxton & Looney & Company in connection with contract No. 1453 which covers construction on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. We note this claim represents materials furnished and amounts to $523.02.

In accordance with our usual practice we are today sending the surety and the contractor a copy of this notice.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

October 13, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

There are enclosed for your information and files three copies of a notice of claim by Word & Grimshaw, Inc. for materials furnished in the amount of $523.02 against the bond taken from U. S. Fidelity & Guaranty Company for work on the Clackamas River-Canemah River Section of the Pacific Highway, contract No. 1453.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

COPY

WORD & GRIMSHAW, INC.

Union Avenue & East Washington Street
Portland, Oregon

Oct. 11, 1933.

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:-

Notice hereby is given that the undersigned Word & Grimshaw, Inc., has a claim for Truck Tires, Truck Tubes, and Truck Tire and Tube Repairs in the sum of $523.02 Five Hundred and Twenty Three Dollars and Two Cents against the bond taken from the United States Fidelity and Guaranty Company for the work of construction on Clackamas River-Canemah River Section of the Pacific Highway, Contract #1453.

Yours very truly,

WORD & GRIMSHAW, Inc.,

By R. [illegible]. Grimshaw

Secy.

Endorsed: File No. 2330
Filed October 13, 1933
HAL E. HOSS,
Secretary of State

#1453

168B

October 17, 1933

United States Fidelity & Guaranty Co.
C/o C. O. Price
Porter Building
Portland, Oregon

Gentlemen:

We are attaching a copy of notice of claim which has been filed by the Commercial Tire Company against Saxton & Looney for materials furnished, amounting to $545.85, in connection with contract No. 1453 which was awarded Saxton & Looney for construction on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

This information is given you as you appear as surety on the bond written in connection with this contract.

Yours very truly
STATE HIGHWAY COMMISSION

By

RBG:MC

Secretary

cc - Saxton & Looney
Corvallis, Oregon

October 17, 1933

Hal E. Hoss, Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your communication of October 13th with attached copies of notice of claim filed by the Commercial Tire Company against the bond furnished by Saxton & Looney in connection with contract No. 1433 which covers construction on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. We note this claim is in the amount of $545.95 and represents materials furnished.

In accordance with our usual practice we are today sending the surety and the contractor a copy of this notice.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

GENERAL *Dual-Balloon* *The* **BLOWOUT-PROOF** *Tire*

COMMERCIAL TIRE COMPANY
Broadway & Couch
PORTLAND, OREGON

Oct I0th. 1933.

Sec. Oregon State Highway Commission.
Salem. Ore.

Gentlemen:

This is to advise that we have an account for Tires tubes and services rendered against That particular State job known as the Clacamas River-Canemah Section of the Pacific Highway. Contractors Saxton & Looney under State Highway Contract No.I453. The United States Fidelity and Guarntee Co thru their agent C.O.Price in the Porter Porter Building Portland, Ore. Are the bonding Co. This account is in the Sum of $545.95, Pursuant to the advised procedure we are advising your office, The Office of the Sec. Of The State of Oregon, The Bonding Co, as well as the Contractors.

Very truly yours.

Commercial Tire Co
Jack T Fletcher

nux

RECEIVED
OCT 13 1933
OREGON
STATE HIGHWAY COMMISSION

C. N. Laughridge, Chief Deputy

Hal E. Hoss
SECRETARY OF STATE
SALEM, OREGON

October 13, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer,Secretary

There are enclosed for your information and files three copies of a notice of claim by the Commercial Tire Company for materials furnished in the amount of $545.95 against the bond taken from Saxton & Looney, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Clackamas River-Canemah Section of the Pacific Highway, State Highway contract No. 1453.

Please acknowledge receipt of the copies.

Yours very truly,

Hal E Hoss

Secretary of State

HM
encs. 3

RECEIVED
OCT 1[illegible] 1933

COPY

COMMERCIAL TIRE COMPANY
Broadway & Couch
Portland, Oregon

Oct 10th 1933.

Sec. of State

Salem, Ore.

Dear Sir:

This is to advise you that we have an account for Tires Tubes and services rendered against that particular State Highway Job known as the Clackamas River-Canemah Section of the Pacific Highway. Contractors Saxton & Looney under State Highway Job No. 1453. The United Stags Fidelity and Guarantee Co Thru their resident Agent C. O. Price in the Portar Building Portland Ore are the bonding Co. This amount is in the Sum of $545.95. Pursuantant to the advised proceedure we are notifying the State Highway Com The Sec of State, The Bonding Co as well as the Contractor.

Very truly yours,
COMMERCIAL TIRE CO.
Jack Fletcher, Mg.

Endorsed: File No. 2325
Filed October 13, 1933
HAL E. HOSS,
Secretary of State

OCT 1 1933

#1453
168B

Portland 104 5m 6-1-33

UNITED STATES FIDELITY AND GUARANTY COMPANY
PORTLAND BRANCH OFFICE
C. O. PRICE, MANAGER
1208 PORTER BUILDING
PORTLAND, OREGON

October 13th, 1933.

RECEIVED
OCT 1 1933
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: Re: #58056-12-615-33 - Saxton & Looney & Company

The above bond covers contract for 1.2 miles of grading and the construction of one 108 foot bridge structure on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, Oregon, known as Contract No. 1453.

We are enclosing herewith our form inquiry which we ask that you kindly complete and return to us at an early date, showing the present status of this contract.

Thanking you for your early attention to this matter, we remain,

Yours very truly,

C.O. Price
Manager.

DW-

#14

168-B

October 10, 1923

United States Fidelity & Guaranty Co.
C/o C. O. Price,
Porter Building
Portland, Oregon

Gentlemen:

We have received a letter from Ward & Grimshaw Inc. of Portland in which they state they have a claim in the sum of $525.02 for material and labor furnished Saxton & Looney & Company in connection with State Highway Contract No. 1465 which was awarded them for construction on the Clackamas River-Canemah Section of the Pacific Highway.

This information is given you as you appear as surety on the bond furnished in connection with this project.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MD

cc - Saxton & Looney & Co.
Corvallis, Oregon

#1453

October 10, 1933

Word & Grimshaw Inc.
Union Avenue & East Washington St.
Portland, Oregon

Attention: R. M. Grimshaw,
Secretary

Gentlemen:

This acknowledges receipt of your letter of October 9th in which you state you have a claim in the sum of $523.02 for material and labor furnished in connection with State Highway Contract No. 1453 which was awarded to Saxton & Looney & Company for construction work on the Clackamas River-Canemah River Section of the Pacific Highway.

In connection with this project Saxton & Looney & Company were required to furnished a surety bond for the protection of all labor and material claims incurred against said project and we offer this bond to you. This bond was written by the United States Fidelity & Guaranty Company for whom C. O. Price is the Local Manager with offices in the Porter Building, Portland.

Would suggest that you contact the bonding company in regard to your claim and also file notice of your claim with the Secretary of State in conformance with Chapter 280, Oregon Laws of 1931, a mimeographed copy of which is enclosed.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

RAY M. GRIMSHAW PHONE EAST 1171 HARRY M. WORD

WORD & GRIMSHAW, INC.
Seiberling Tires
Union Avenue & East Washington Street
Portland, Oregon

Oct. 9, 1933.

Highway Commission,
Salem, Oregon.

Gentlemen:

This is to advise you that we have an unpaid bill in the amount of $523.02 for tires, material and labor furnished on the Clackamas River, Canemah Section of the Pacific Highway known as State Highway Contract #1453.

Yours very truly,

WORD & GRIMSHAW, Inc.,

By R M Grimshaw
Sec.

G:N

#1453

168-B

Sept. 22, 1933.

Commercial Tire Company
Broadway & Couch St.,
Portland, Oregon

Attention: Jack Fletcher

Gentlemen:

Reply is made to your communication of September 21st regarding Saxton & Looney's contract for highway construction at Oregon City.

This job was known as the Clackamas River-Canemah Section of the Pacific Highway and was covered by State Highway Contract No. 1453. According to our records this work was completed on July 13th, 1933, and was accepted by the State Highway Commission on August 24th, 1933. The bond furnished in connection with this contract was written by the United States Fidelity and Guaranty Company for whom C. O. Price is the Resident Agent with offices in the Porter Building, Portland.

Yours very truly
STATE HIGHWAY COMMISSION

By

HBG:MC

Secretary

1453

GENERAL *Dual-Balloon* *The* **BLOWOUT-PROOF** *Tire*

COMMERCIAL TIRE COMPANY
Broadway & Couch
PORTLAND, OREGON

September 21, 1933.

State Highway Dept.
Salem, Oregon

Gentlemen:

Will you kindly furnish us with the name of the Bonding Company and the number of the highway job that was completed for the State by Saxton & Looney at Oregon City, last May.

Very truly yours,

COMMERCIAL TIRE CO.

BY Jack Fletcher

JF:MF

RECEIVED
[illegible] 1933

#1453

57-P

September 15, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1453 for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County has been completed by the contractors, Saxton & Looney, and that final settlement will be made by the State with said contractors for work done under said contract on or after September 23, 1933.

The State has been advised of the following claims against this contract:

Portland General Electric Co. - $1,812.89 for damages and services.

Lindstrom & Feigenson - $94.75 for material furnished.

You are advised that the State assumes no responsibility for the above claims or for any claims which may be filed against the contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $75,704.51 including the final payment. Of this amount $452.86 was for force account work.

Very truly yours,

Secretary.

Dict. by J. McFarland.

3

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

No. 8

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

Sept. 7, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon E. 168-B South Unit - Milwaukie-Oregon City Section of Portland-Ore. City Hwy. ______, was made by a representative of this office on August 30, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L.J.Canfield
Highway Engineer.

#1453

167-B

September 7, 1933

Lindstrom & Feigenson
1991 Halsey St.
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of September 6 informing us that you have a claim of $94.75 against Saxton & Looney in connection with their state highway contract for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. We are making a record of your claim.

United States Fidelity & Guaranty Company wrote the surety bond in connection with the above-described job, and Mr. C. O. Price is the local manager with offices in the Porter Building, Portland. We suggest that you notify Mr. Price of your claim. Also you should file notice of your claim with the Secretary of State if you do not receive settlement of your bill.

Very truly yours

Secretary

AJ

September 7, 1933

U. S. Fidelity & Guaranty Company
% C. O. Price, Manager
Portland, Oregon

Gentlemen:

This is to inform you that Lindstrom & Feigenson have a claim in the sum of $64.75 against Saxton & Looney in connection with their state highway contract for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. The claim is for materials furnished.

We are notifying you as you appear as surety on the contractors' bond.

Very truly yours

Secretary

AJ

cc Saxton & Looney
Corvallis, Ore.

NSON, PRES. O. LIND M, V ES. J. A. LINDSTROM, PRE D. H. ROWE, SECY.

LINDSTROM & FEIGENSON
CONTRACTORS

SEATTLE, WASH.
422 L. C. SMITH BLDG.
MAIN 5254

PORTLAND, ORE.
~~[illegible]~~
~~[illegible]~~
1991 HALSEY STREET
TABOR 9226

Portland, Oregon.
September 6, 1933.

Oregon State Highway Commission,

Salem,

Oregon.

Gentlemen:-

We hereby wish to notify you that we have a claim of $94.75 which is the balance due us for material furnished Saxton & Looney on the Clackamas River Canemah Grading Job.

This for your information.

Yours very truly,

LINDSTROM & FEIGENSON.

By Wm H. Feigenson

WmHF:M.

#1453

11B

July 26, 1933

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Sexton & Looney on contract No. 1453 for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. This payment will be made on or after August 4, 1933.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 880—4M—3-33.

[illegible]EG[illegible] STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FEDERAL AID EMERGENCY PROJECT

For Week Ending June 24, 1933, 193

Section Clackamas River-Canemah

Kind of work Grading and Concrete Paving

Highway East Portland-Oregon City & Pacific

Section prefix 3 PR

Contractor Saxton & Looney & Co.

Contract number 1453 168-B

Date of contract Jan. 23, 1933, 193

Date of completion June 30, 1933, 193

Date work started Feb. 4, 1933, 193

Estimated date of completion June 30, 1933, 193

Amount of contract $ 70,000.00

Per cent of time elapsed 95 %

Contract extended 6,927.75

Estimated cost of completed project, exclusive of engineering $ 77,781.00

Per cent of contract completed, based on total contract price 93 %

Engineering costs to date, $ 2000, 2.5 %

Date project was completed , 193

General information covering progress of work by party and by contractor, important developments, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading for the new concrete section on the Canemah hill has been completed and the sand cushion placed. On June 23rd. the setting of forms over this section was started and from all indications, paving will be begun next Monday morning.

Reached an agreement with Mr. Saxton relative to sprinkling the detour at Canemah as follows: Purchase of water will be paid by Saxton & Looney & Co., and the State will reimburse them for the rental of the water truck to the extent of the bill that the West Contract Co. will charge for this item.

NOTED
H. D. SMITH

F. T. Young.

JUN 27 1933

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.2				1.0
Miles partially completed	1.2				none
Miles completed	1.2				none
Total estimated quantities	61,000				2800
Estimated quantities moved or placed to date	60,000				none
Average daily quantities this week	none				none
Average daily quantities necessary to complete project on time					600
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

Clackamas County, 68 %; Multnomah County, 12 %; Washington County, 20 %; .... County, ...%

	NUMBER USED AND SECURED FROM						
	Clackamas COUNTY	Multnomah COUNTY	Washington COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men	5	3	1			4	13
Men and teams	—	—	—			—	—
Men and trucks under 3 tons					2		2
Men and trucks over 3 tons					2		2
Men and tractors	1						1
Roller and Shovel	1				3		4

Equipment used during week: Shovels 1, Power graders ...., Rollers 1, Mixers ...., Crushing or screening plants ....,
Compressors ...., Bull dozers ...., Sheet-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

168B

July 6, 1933

Saxton & Looney, Contractors
Corvallis
Oregon

Gentlemen:

Enclosed is executed copy of memorandum of agreement between the State Highway Commission and yourselves with reference to the state highway contract that was awarded to you by the Commission for the grading and the construction of a bridge structure on the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

This copy is for your records and files.

Very truly yours

Secretary

AJ

FORM 2-9-1 9180 300 2-33

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

168B

June 26, 1935.

IN REPLY PLEASE
REFER TO FILE NO.
5 PR

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office.

REFERRED TO
S. H. Probert
By State Highway Engineer

Dear Sir:

I am handing you herewith three copies of a Memorandum of Agreement executed on the part of Saxton & Looney on June 22nd, and properly signed by the United States Fidelity and Guaranty Company; extending their present contract #1453 to include the paving of a portion of the Canemah section. This agreement supersedes, replaces and voids the former agreement of June 6th, a copy of which is also attached for your information and assistance in determining the difference between the agreements.

This new agreement became necessary to meet a requirement of the Bureau of Public Roads that mention of the $6,000.00 amount being lost to the State of Oregon be eliminated. The Legal Department held that an entirely new agreement should be drawn up, and this office took advantage of this condition to correct the Special Provisions to cover certain items which were not incorporated in the first, and also to change the quantity of reinforcing material to be used on the job.

The new agreement as signed June 22nd is more comprehensive and complete than the former one, but it has in no way changed the legal responsibility of the contractor to faithfully and satisfactorily perform the work.

We would appreciate having the new agreement executed by the Highway Commission so that three certified copies of it may later be sent to the Bureau of Public Roads through Mr. S. H. Probert.

Yours very truly,

WM. E. CHANDLER
Division Engineer

By V. G. O'Neil
V. G. O'NEIL
Office Engineer.

REFERRED TO
Glaisyer
By State Highway Engineer

Please submit
to the comm. for
signature

VO'N:ZR
Enclosures. [illegible]

STENCIL NO. 124

E-168 B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO FILE NO. Oregon ~~E. 168-B and C~~

POST OFFICE BUILDING
PORTLAND, OREG.

May 24, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

MAY 1933
STATE HIGHWAY COM

Dear Sir:

We are forwarding herewith for your files an executed copy each of the _____________ project agreement and certificate for the above numbered Federal Aid project.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Canfield
L. J. Canfield
Highway Engineer

Encl.

Hwy 10378

Form P. R. 2

State Oregon

Project No. E-168, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 7th day of April, 1933

by and between the Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section B of said project which were recommended for approval by the United States District Engineer on the 30th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of

seven thousand, nine hundred thirty-two and 34/100

dollars ($ 7,932.34) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 8+10 at Main Street near 15th Street in Oregon City and survey station 40+00 at the Clackamas River Crossing in the NE¼ of Sec.30, T 2 S, R 2 E, W.M. (excepting therefrom the portion between survey stations 11+48 and 13+38, where a bridge will be constructed)

, length 0.568 miles, in Clackamas County, being Section B of Oregon Federal Aid project No. E-168, consisting of 0.547 miles of roadway and one bridg~~es, eac~~h of more than 20 feet clear span, 0.021 of a mile in length. known locally as the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway between official control points Milwaukie and Oregon City.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5516

(b) The Highway Department hereby agrees that within one year after completion of the improvement contemplated under this agreement, it will apply an oil treatment to the road surface embraced within the limits of this project and within a reasonable time thereafter, it will place thereon, additional surfacing of a dustless and durable type, adequate to meet present and future traffic needs and conditions thereon.

(c) It is mutually agreed that the new structure across Abernethy Creek between survey stations 11+48 and 13+38 not included in such plans and specifications will be constructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary of Agriculture or his authorized agents. No Federal Aid shall be paid under this agreement for the construction of said new structure but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

(d) The estimate of cost and the amount of Federal Aid approved for the roadway and for the bridge of more than 20 ft. clear span covered by this agreement are, respectively, as follows: Roadway, approved estimate $17,312.33, Federal Aid $5,193.69, one bridge, approved estimate $9,128.84, Federal Aid $2,738.65.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seven thousand, nine hundred thirty-two and 34/100 dollars ($7,932.34), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of twenty-six thousand, four hundred forty-one and 17/100 dollars ($26,441.17), the approved total estimated cost of Section B of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927. (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 11th day of May, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Chas

R G Tugwell
Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of **Oregon**

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of **Oregon** for the construction of a highway designated in the records of this Department as Project No. **E-168-B** State of **Oregon**

Second. That in accordance with said provisions I have approved the sum of $ **26,441.17** as the total estimated cost of said project, and the sum of $ **7,932.34** as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of May one thousand nine hundred and thirty-three.

R G Tugwell
Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

#1332

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

168 B

May 16, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr.H. B. Glaisyer, Secretary

For your information there is enclosed copies of the releases of Poole & McGonigle, Inc. and Poole-Dean Company against the bond taken from Lindstrom & Feigneson, principal, and Commercial Casualty Insurance Company, surety, for work in connection with the construction of the East Portland-Oregon City Highway, State Highway contract No. 1332.

Yours very truly,

Hal E Hoss
Secretary of State

HM
enc. 2

COPY

NOTICE

TO: THE STATE OF OREGON, and
STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, POOLE & MC GONIGLE, INC., a corporation, have fully settled and compromised their claim against Lindstrom & Feigenson of Portland, Oregon, and the Commercial Casualty Insurance Company, a corporation, arising out of a contract in connection with the construction of the Clackamas River Bridge on the East Portland-Oregon City Highway in Clackamas County, Oregon, which contract is known as State Highway Contract No. 1332.

This notice is intended as a release of all claims.

POOLE & MC GONIGLE, INC.
a corporation.

May 10th, 1933

By E. L. McDougal

COPY

NOTICE

TO: THE STATE OF OREGON, and

STATE HIGHWAY COMMISSION:

Notice is hereby given that the undersigned, POOLE-DEAN COMPANY, a corporation, have fully settled and compromised their claim against Lindstrom & Feigenson of Portland, Oregon, and the Commercial Casualty Insurance Company, a corporation, arising out of a contract in connection with the construction of the Clackamas RiverBridge on the East Portland-Oregon City Highway in Clackamas County, Oregon, which contract is known as State Highway Contract No. 1332.

This Notice is intended as a release of all claims.

POOLE-DEAN COMPANY,
a corporation

by E. L. McDougal
Vice-President.

May 10, 1933

#1453

168B

May 15, 1933

Griffith, Peck & Coke
Attorneys at Law
Electric Building
Portland, Oregon

Gentlemen:

Attention Mr. Earl S. Nelson

Reference is made to your letter of May 10 advising that the Portland General Electric Company has a claim in the sum of $1,812.89 against highway contractor Saxton & Looney who are performing the work for the State near the southerly limits of Oregon City.

The contract to which you refer is State Highway Contract No. 1453 and is for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. In connection with this project the contractor was required to furnish a surety bond for the protection of claims for labor and material, and all just debts, dues and demands incurred against the project. The bond in this instance was written by the United States Fidelity and Guaranty Company, for whom C. O. Price, Porter Building, Portland, is local agent, and it is offered for the protection of the claim of the Portland General Electric Company.

The Oregon Statutes require claimants to file affidavits of their claims with the Secretary of State prior to the expiration of six months from the date of completion of the project in order to hold the bond furnished by the contractor responsible and liable for the payment of the claim. It is optional with the claimant whether or not he files the claim with the State Highway Commission. The Commission has no standard form for the filing of claims but the Statutes require that they be filed, in a form substantially as is set out therein, with the Secretary of State.

I believe that Mr. George J. Kelly, Land and Tax Agent for the Portland General Electric Company, must have misunderstood his informant concerning the policy of the State Highway Commission with respect to making payments to the contractor. The Commission does not withhold all payments until all of the claims outstanding against the work have been satisfied. In some instances where it is evident by the number of claims filed that the contractor is financially involved in his work, the Commission may order final payment withheld

GRIFFITH, PECK & COKE
ATTORNEYS AT LAW
ELECTRIC BUILDING
PORTLAND, OREGON

FRANKLIN T GRIFFITH
CASSIUS R PECK
JOHN S COKE
EARL S NELSON
CLARENCE D PHILLIPS
JOHN M. COKE

May
10, 1933.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Certain contractors, Saxton, Looney & Company, have engaged in doing certain highway construction work near the Southerly city limits of Oregon City. In connection with doing such work, they have become indebted to the Portland General Electric Company in the sum of $1812.89 for various damages, and also for electric energy furnished. It is our understanding that you advised Mr. Geo. J. Kelly, Land and Tax Agent for the Portland General Electric Company, that no payments would be made to the contractors until these items had been taken care of. If it is necessary to file a claim, please advise us and furnish us such forms as you may have, if any, for the filing of this claim.

Will you also advise us of the name of the bonding company?

Yours very truly,

GRIFFITH, PECK & COKE

ESN:AB

By Earl S. Nelson

for the benefit of the creditors until such time as information has been received that satisfactory arrangements have been made for adjustment . This is especially true where such claims are for labor.

In many instances there are claims outstanding against highway work concerning which the Commission has no knowledge and it is for the protection of these claims, as well as others, that the Commission withholds final payment to a contractor until he has filed an affidavit with the Commission to the effect that all claims against his work have been paid.

The claims of record in this office against the Saxton & Looney contract do not appear to be sufficient to justify the Commission to withhold payments. Furthermore, the project is not completed and it would seem unfair to handicap the contractor by withholding the funds needed by him in the performance of his work, inasmuch as the contractor has furnished the State with a good surety bond for the protection of creditors.

I trust that I have satisfactorily replied to your inquiry.

Very truly yours,

Secretary

HBG:jn

168-BC

April 6, 1933

Pacific Machinery & Tool Steel Co.
42 First Street
Portland, Oregon

Gentlemen:

We are in receipt of your inquiry of April 4 concerning Saxton & Looney's contract.

State Highway Contract No. 1455, which is for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County, was awarded by the State Highway Commission to Saxton & Looney & Company on January 26, 1933.

United States Fidelity & Guaranty Company furnished the surety bond in connection with the above-described project. Mr. C. O. Price, Porter Building, Portland, is its local manager.

The specified date of completion is June 15, 1933.

Very truly yours

Secretary

AJ

PACIFIC MACHINERY & TOOL STEEL CO.

Office and Warehouse
42-44-46 First Street
PORTLAND • OREGON

Apr. 4, 1933

State Highway Department
Salem, Oregon

Gentlemen:

As we are supplying materials to Saxton & Looney, contractors, which they are using on the Oregon City-Kinema rock job, would appreciate your advising us at your early convenience their bonding company.

Awaiting your reply, we are

Very truly yours,

PACIFIC MACHINERY & TOOL STEEL CO.

By W. J. Ulrich
Mgr.

WJU:ED

RECEIVED
APR 6 1933
OREGON
STATE HIGHWAY COMM.

TOOL, ALLOY AND SPECIAL STEELS

168-B4

April 5, 1933

Mr. A. Klemsen
Oregon City, Oregon

Dear Sir:

Your letter of March 29th together with petition regarding the opening of the Oregon City-Canemah Section of the Pacific Highway has been referred to me for answer.

Please be advised that it is impossible to keep this road open and at the same time remove the rock without causing a grave hazard to the traveling public. Therefore, in the interest of safety we are obliged to divert the traffic temporarily from New Era to Oregon City. The contractor is working full force and we can probably open up this section within two weeks from date.

I am very sorry that this inconveniences you but in the interest of general safety for the public this detour became necessary.

Yours very truly

RHB:MC

State Highway Engineer

March 30, 1933

Mr. A. Klemsen
Oregon City
Oregon

Dear Sir:

This acknowledges receipt of your letter of March 29, also petition signed by residents of Oregon City (Canemah Precinct) requesting the Highway Commission to reopen for public use that section of the Pacific Highway between Canemah and Oregon City which is now under construction.

I shall be pleased to call this matter to the attention of the State Highway Commission at the first opportunity. In the meantime, copies of the petition and your letter are being forwarded to the individual commissioners for their advance information.

Very truly yours

Secretary

HBG:AJ

RECEIVED
MAR 30 1933
OREGON
STATE HIGHWAY COM

Oregon City Ore.
Mar. 29, 1933

State Highway Commission:

Am sending under separate cover, signed by the people of this Oregon City # 12 precinct (Canemah). There are approximitely one hundred and seventeen (117) voters in this precinct. There are four places of business, including my own, the Klemsen Service Station who suffer greatly from the closing of the road of the Canemah hill on way to Oregon City.

My expenses including rent $50.00 a month, telephone, lights, water and wages, are pretty heavy, so it seems we deserve some consideration

Copies made for Commission and Mr. Baldock

Hoping you give this your immediate attention, I remain

Yours Truly, A. Klemsen

3/26/33

To the State Highway Commission:

We, the undersigned residents of Oregon City Precinct # 13 (Canemah) request that Pacific Highway # 99, on the Bluff North of Canemah, be reopened for use as a Public Highway. Even if this road be temporarily closed light through traffic should be routed through Canemah and over the connecting road and not all through traffic diverted from Canemah as at present.

The closing of this road has resulted in much inconvenience to the traveling public in general, to the residents of Canemah and especially to the business concerns of Canemah, who secure a large amount of patronage from through traffic on this Highway. It is understood that construction work is being done at this point under a contract whereby the contractor agrees to keep the Highway open and not to permit an interruption of more than ten minutes.

Wayne Kayser
W A Pruitt
Ferd [illegible]
Mae [illegible]
Aug J Rakel.
A. [illegible]
Fred [illegible]
A H Finnigan
W H [illegible]
W M Boequske
Russell Morrison
Chester E Wood
L S Aldrich
Ray Turner
C. E. Ormiston
W. S. Large
A Bolton

Wm G. Harvey.
[illegible] C Bolton
James Wagner
[illegible] P [illegible]
[illegible]
Tom Smith
L. L. McFarlane
Clarissa McFarlane
Lucile Klemsen
Mary E Lewis
[illegible]
[illegible]

Copies made for Commission and Mr. Baldock

#1453

168B

March 22, 1933

General Petroleum Corporation,
Portland, Oregon.

Attention: Chas. A. Cremm.

Gentlemen:

Receipt is acknowledged of your letter of March 21st concerning the Sarton & Looney contract near Oregon City.

Please be advised that the above firm were awarded state highway contract No. 1453 which is known as the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County. This contract consists of 1.2 miles of grading and 108 feet of bridge structure. The amount of the contract is $67,514.80 and the completion date is June 15, 1933. The bond furnished in connection with this contract was written by the United States Fidelity & Guaranty Company for whom C. O. Price who has offices in the Porter Bldg., Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

GENERAL PETROLEUM CORPORATION
OF CALIFORNIA

WOOD-LARK BUILDING - 367 ALDER STREET

PORTLAND, OREGON

March 21, 1933.

SAXTON & LOONEY.

Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H. B. Glaisyer.

Gentlemen:

We are advised that Saxton & Looney have been awarded a paving contract on the State Highway near Oregon City, Oregon.

We are desirous of securing the job number, amount of contract, the time that job should be completed; and also, name of bonding company with whom this firm is bonded.

We will thank you for a reply to our letter, and are enclosing self-addressed, stamped envelope for your convenience.

Yours very truly

Chas. A. Cronn

DIVISION CREDIT MANAGER.

H: Chas. A. Cronn.

FORM 301

FORM 2-S-1 1M 4801 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1.8B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

March 20, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

Saxton & Looney & Co.,
Oregon City,
Oregon.

Dear Sirs:

I have received a note from Mr. E. G. Smith, Construction Engineer at Salem, in which he mentions that a complaint had been made to his office that there have been rocks dropping from the cliffs between the points of actual operation on your project.

You will remember that this matter has been gone over with you quite frequently and that we consider you in actual operation on this entire project, and that there is no place listed between the points of beginning and ending on the contract on which the contractor is not in full control. That is, the contractor is liable for any rocks that may drop from the cliffs between the points of actual operation. I think this is thoroughly understood by you as we have gone over the matter a number of times and you have taken off certain points that looked shaky with the idea in mind that rocks that are not thoroughly embedded might be loosened by the jar of heavy shooting and drop on the highway, thus endangering traffic.

Therefore, I do not see why this report could have come to Mr. Smith's attention and wish you to understand that you will be held strictly responsible for any rocks dropping from the cliffs on this project.

Yours very truly,

WM. E. CHANDLER
Division Engineer.

WEC:ZR

cc Mr. R. H. Baldock
Mr. E. G. Smith
Mr. J. M. Devers
Mr. F. T. Young
Mr. F. D. Eason

NOTED
State Highway Engineer

FORM 2-B-1 1M 4501 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

March 9, 1933.

IN REPLY PLEASE
REFER TO FILE NO.
3 PR

Saxton & Looney & Co.,
Corvallis,
Oregon.

Gentlemen:

I have just been informed that there was a delay at your operations this morning and that traffic was not through until 9:30. This is to advise that a hold-up of this nature cannot be allowed and that we wish you to take any steps that are necessary to insure against accidents that will cause us serious delay to traffic such as occurred this morning. This is the second time that the road has been seriously held-up and we wish you to take every step possible to not only see that traffic is not delayed but also to see that its passage by your work is made safe.

At the request of this office you have placed two inspectors on the job to inspect each load as it leaves your rock cut. Since that time we have noticed a very few rocks that have dropped off of your loads but there is still some evidence on two or three places in Oregon City where some of these rocks have dropped off. It will be necessary for you to hold down the speed of these trucks at certain points and to be doubly careful that the rocks are properly placed before they leave your cut.

Yours very truly,

WM. E. CHANDLER
Division Engineer.

WEC:ZR

cc Mr. R. H. Baldock
Mr. H. G. Smith
Mr. F. D. Eason
Mr. F. T. Young

NOTED
State Highway Engineer

FORM 2-B-1 1M 4961 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

168-B

OREGON STATE HIGHWAY COMMISSION
OFFICE OF WM. E. CHANDLER, DIVISION ENGINEER
SALEM

March 9, 1933.

IN REPLY PLEASE
REFER TO FILE NO.

5 PR

Saxton & Looney & Co.,
Corvallis,
Oregon.

Gentlemen:

It has been brought to my attention by Mr. Scott, Chairman of the State Highway Commission, and Mr. Baldock, State Highway Engineer, that there may be danger of the extra weight of the superimposed rock that you have placed immediately above the railroad pushing off in front of a train and causing a serious accident.

Would you please check over this matter carefully daily to see that there are no cracks forming or any evidence of weakness appearing. You realize that there might be some weakness underneath, either in the wall or in the backfill of the wall, that might not stand the extra load caused by the cording of this heavy rock along the edge.

If you think there is any danger whatever of this happening, please remove the rock and place timbers, either piling or logs, in the place of the rock to keep it from rolling on the track.

Your strict attention to this matter is urgently requested, as you will be held responsible for any accidents that might happen due to this cause.

Yours very truly,

WM. E. CHANDLER
Division Engineer.

WEC:ZR

cc Mr. R. H. Baldock ✓
Mr. H. G. Smith
Mr. F. D. Eason
Mr. F. T. Young

NOTED
State Highway Engineer

February 17, 1933

Saxton & Looney & Company,
Corvallis, Oregon.

Gentlemen:

We are sending to you, under separate cover, an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of the Clackamas River-Canemah Section of the Pacific Highway in Clackamas County.

This copy is for your records and files.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

February 8, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the South Unit, Milwaukie-Oregon City Section, Project No. E-168-B

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Emergency Construction
Hwy. Project No. E-168-B

NORTH UNIT, MILWAUKIE-OREGON CITY SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, February 6, 1933.

STATEMENT OF COMPLETED WORK

Roadway: (Sta. 18+39.37 to Sta. 40+00)

Final Cost of Roadwork	$ 45,390.13
Final Cost on which Federal Aid was computed	45,390.13
Federal Aid paid on Roadwork (F. Y. 1931)	7,280.91
Emergency Funds paid on Roadwork (F. Y. 1931)	38,109.22
Length of Roadwork, original 0.390 miles: Revised, 0.388 miles	
Cost per mile	116,384.94
Federal Aid paid per mile on original length, $18,669.00: on revised length, $18,765.23	

EMERGENCY WORK ON ORIGINAL PROJECT

(Sta. 18+39.37 to Sta. 40+00)

Paving

700	cu. yds.	Excavation, Single Classification	$0.28	$ 196.00
4,800	sq. yds.	Portland Cement Concrete Pavement	1.45	6,960.00
350	lin. ft.	Expansion Joints	0.15	52.50
2,400	" "	Contraction Joints	0.03	72.00
1,900	lbs.	Tie bars & Reinforcement	0.04	76.00
260	only	Dowels	0.16	41.60
1,400	cu. yds.	Sand Cushion	1.00	1,400.00
300	" "	Crushed Gravel in Shoulders	1.55	465.00
30	" "	Filler	0.50	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
				$ 9,286.50

Regrading:

All Required		Clearing & Grubbing		563.41
2,000	cu. yds.	Excavation, North Unit	0.25	500.00
550	yd. sta.	Overhaul	0.03	16.50

15,000 yd. mi.	Truck Haul	$0.125		$ 1,875.00
				$ 2,954.91
		Sub-total		$12,241.41
		10% Engr. & Cont.		1,224.14
		Total		$13,465.55

Length of Roadway 0.388
Cost per mile $34,705.02

EMERGENCY WORK ON EXTENSION OF ORIGINAL PROJECT

Roadway (Sta. 13+38 to Sta. 18+39.37)

Paving:

100	cu. yds.	Excavation, Single Classification	$0.28	$	28.00
1,200	sq. yds.	Portland Cement Concrete Pavement	1.45		1,740.00
100	lin. ft.	Expansion Joints	0.15		15.00
700	" "	Contraction Joints	0.03		21.00
550	lbs.	Tie Bars & Reinforcement	0.04		22.00
70	only	Dowels	0.16		11.20
400	cu. yds.	Sand Cushion	1.00		400.00
70	" "	Crushed Gravel in Shoulders	1.55		108.50
10	" "	Filler	0.50		5.00
30	yd. mi.	Filler Haul	0.12		3.60
				$	2,354.30

Regrading:

All Required	Clearing & Grubbing		$	137.95
600 cu. yds.	Excavation, North Unit	$0.25		150.00
50 yd. sta.	Overhaul	0.03		1.50
			$	289.45
		Sub-total	$	2,643.75
		10% Engr. & Cont.		264.37
		Total		2,908.12

L[illegible] of Roadway .095 miles
C[illegible] le $ 30,611.78

Roadway (Sta. 8+[illegible]+38)

Surfacing:

100	cu. yds.	Excavation, Single Classification	$0.28	$	28.00
100	" "	Screened Gravel Surfacing	1.25		125.00

150	cu. yds.	Crushed Gravel Surfacing	$1.55	$ 232.50
50	" "	Filler		
70	yd. mi.	Hauling Filler		

Regrading:

All Required		Clearing & Grubbing		$ 92.93
1,400	cu. yds.	Excavation, North Unit	$0.25	350.00
50	yd. sta.	Overhaul	0.03	1.50
				$ 444.43
		Sub-total		$ 853.33
		10% Engr. & Cont.		85.33
		Total		$ 938.66

Length of Roadway	0.064 miles
" " 1 Bridge	0.036 " (non-Partic)
Total length	1.000 "
Cost per mile	$ 14,666.56

Clackamas River Overflow Bridge (Sta. 34+00)

2,050	lin. ft.	Creosoted Piling	$ 0.375	$ 768.75
40	M FBM	Creosoted Lumber	42.50	1,700.00
2,050	lin. ft.	Driving Piling	0.42	861.00
40	M FBM	Erecting Creosoted Lumber	23.00	920.00
136	Cu. Yds.	Class "D" Concrete	14.70	1,999.20
30,000	lbs.	Metal Reinforcement	0.05	1,500.00
220	lin. ft.	Composite Handrail	2.50	550.00
		Sub-total		$ 8,298.95
		10% Engr. & Cont.		829.89
		Total		$ 9,128.84

Length of Structure 0.021 miles

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	[illegible] Funds
ROADWAY			
Original Project			
Paving	$ 13,465.55	$ 4,039.66 (30%)	$ 9,425.89
Extension of Original Project			
Paving	2,908.12	872.43 (30%)	2,035.69
Surfacing	938.66	281.60 (30%)	657.06
Sub-total rdw'y	$17,312.33	$ 5,193.69	$12,118.64
BRIDGE			
Clackamas River Overflow Bridge	9,128.84	$ 2,738.65 (30%)	$ 6,390.19
Totals	$26,441.17	$ 7,932.34	$18,508.83

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927

Oregon State Highway Department Emerg. Constr.
Hwy Proj. No. E-168-B

South Unit Milwaukie - Oregon City Section
of the East Portland - Oregon City Highway in
Clackamas County

(Estimate as basis for project agreement. Based on low bid prices)

Salem Oregon June 1933

Copy Ⓐ

Regrading:

All Required		Clearing & Grubbing		563.41
2,000	cy	Excavation, North Unit	.25	500.00
550	yd sta.	Overhaul	.03	16.50
15,000	yd mi	Truck Haul	.125	1875.00
				$ 2,954.91
		Subtotal		$ 12,241.41
		10% Engr & Cont		1224.14
		Total		$13,465.55

Length of Roadway 0.388
Cost per mile $34,705.02

Copy Ⓑ

Regrading:

			$
All Required	Clearing & Grubbing		137.95
600 cy	Excavation, North Unit	.25	150.00
50 yd sta.	Overhaul	.03	1.50
			$ 289.45

Sub-total	$ 2,643.75
10% Engr. & Cont.	264.37
Total	$ 2,908.12

Length of Roadway .095 miles
Cost per mile $30,611.78

Copy Ⓒ

Regrading:

			$
All Required	Clearing & Grubbing		92.93
1,400 cy	Excavation, North Unit	.25	350.00
.50 yd sta.	Overhaul	.03	1.50
			$ 444.43

Subtotal	$ 853.33
10% Engr & Cont	85.33
Total	$ 938.66

Length of Roadway 0.064 miles
" " 1 Bridge 0.036 " (non partic.)
Total length 1.000 "
Cost per mile $14,666.56

Clackamas River Overflow Bridge (Sta 34+00)

2050	lf	Creosoted Piling	$ 0.375	$ 768.75
40	MFBM	Creosoted Lumber	42.50	1,700.00
2,050	lf	Driving Piling	.42	861.00
40	MFBM	Erecting Creosoted Lumber	23.00	920.00
136	cy	Class "D" Concrete	14.70	1999.20
30,000	lbs	Metal Reinforcement	.05	1,500.00
220	lf	Composite Handrail	2.50	550.00
		Subtotal		$ 8,298.95
		10% Engr & Cont		829.89
		Total		$ 9,128.84

Length of Structure 0.021 miles

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Summary of Funds Requested

Item	Total Cost	Federal Aid Funds	Emerg. Counties Hwy Funds
	Roadway		
Original Project Paving	$13,465.55	$4039.66 (30%)	$9425.89
Extension of Original Project			
Paving	$2908.12	872.43 (30%)	2035.69
Surfacing	938.66	281.60 (30%)	657.06
subtotal, rdwy.	$17312.33	$5193.69	$12,118.64
	Bridge		
Clackamas River Overflow Bridge	$9128.84	2738.65 (30%)	6390.19
Totals	$26,441.17	$7932.34	18,508.83

State Funds for Counties: Chap 175, laws 1917: Chap 31, laws 1920
" " " Maint: Chap 41, laws 1927

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-168-3

SOUTH UNIT, MILWAUKEE-OREGON CITY SECTION

OF THE EAST SIDE PORTLAND-OREGON CITY HIGHWAY IN

CLACKAMAS COUNTY

(Estimate with specifications. Not as basis for project agreement)

Salem, Oregon, January 18, 1933

STATEMENT OF COMPLETED WORK

Roadway: (Sta. 18+39.37 to Sta. 40+00)

Final Cost of Roadwork	$ 45,390.13
Final Cost on which Federal Aid was computed	45,390.13
Federal Aid paid on Roadwork (F. Y. 1931)	7,280.91
Emergency Funds paid on Roadwork (F. Y. 1931)	38,109.22
Length of Roadwork, original 0.390 miles: Revised, 0.388 miles	
Cost per mile	116,384.94
Federal Aid paid per mile on original length, $18669.00: on revised length, $18,765.23	~~18,765.23~~

EMERGENCY WORK ON ORIGINAL PROJECT

(Sta. 18+39.37 to Sta. 40+00)

Paving (Contract Prices)

700	cu. yds.	Excavation, Single Classification	$0.28	$	196.00
4,800	sq. yds.	Portland Cement Concrete Pavement	1.45		6,960.00
350	lin. ft.	Expansion Joints	0.15		52.50
2,400	" "	Contraction Joints	0.03		72.00
1,900	lbs.	Tie bars & Reinforcement	0.04		76.00
260	only	Dowels	0.16		41.60
1,400	cu. yds.	Sand Cushion	1.00		1,400.00
300	" "	Crushed Gravel in Shoulders	1.55		465.00
30	" "	Filler	0.50		15.00
70	yd. mi.	Hauling Filler	0.12		8.40
				$	9,286.50

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Regrading (Estimated Prices)

All Required		Clearing and Grubbing		$ 50.00
2,000	cu. yds.	Excavation on North Unit	$0.30	600.00
550	yd. stas.	Overhaul	0.04	22.00
15,000	yd. mi.	Truck Haul	0.12	1,800.00
				$2,472.00

Sub-total	$11,758.50
10% Engr. & Cont.	1,175.85
Total..................	$12,934.35

Length of Roadway 0.388 miles
Cost per mile $33,335.95

EMERGENCY WORK ON EXTENSION OF ORIGINAL PROJECT

Roadway (Sta. 13+38 to Sta. 18+39.37)

Paving: (~~Contract~~ Prices)

100	cu. yds.	Excavation, Single Classification	$ 0.28	$ 28.00
1,200	sq. yds.	Portland Cement Concrete Pavement	1.45	1,740.00
100	lin. ft.	Expansion Joints	0.15	15.00
700	" "	Contraction Joints	0.03	21.00
550	lbs.	Tie Bars & Reinforcement	0.04	22.00
70	only	Dowels	0.16	11.20
400	cu. yds.	Sand Cushion	1.00	400.00
70	" "	Crushed Gravel in Shoulders	1.55	108.50
10	" "	Filler	0.50	5.00
30	yd. mi.	Filler Haul	0.12	3.60
				$2,354.30

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Regrading (Estimated Prices)

All Required		Clearing and Grubbing		$ 20.00
600	cu. yds.	Excavation, North Unit	0.30	180.00
50	yd. sta.	Overhaul	0.04	5.00
				$ 205.00

Sub-total	$2,559.30
10% Engr. & Cont.	255.93
Total................	$2,815.23

Length of Roadway .095 miles

Cost per mile $29,634.00

Roadway (Sta. 8+10 to Sta. 13+38)

Surfacing: (Contract Prices)

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100	cu. yds.	Excavation, Single Classification	$ 0.28	$ 28.00
100	" "	Screened Gravel Surfacing	1.25	125.00
150	" "	Crushed Gravel Surfacing	1.55	232.50
30	" "	Filler	0.50	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
				$ 408.90

Regrading (Estimated Prices)

All Required	Clearing and Grubbing		$ 10.00
1,400 cu. yds.	Excavation, North Unit	0.30	420.00
50 yd. sta.	Overhaul	0.04	5.00
			$ 435.00

Sub-total	$ 843.90
10% Engr. & Cont.	84.39
Total.............	$ 928.29

Length of Roadway	0.064 miles
Length of 1 Bridge	0.036 miles (non-participating)
Total length	0.100 "
Cost per mile	$14,504.53

Clackamas River Overflow Bridge (Sta. 34+00)

2,050	lin. ft.	Creosoted Piling	$0.375	low bid	$ 768.75
40	M-FBM	Creosoted Lumber	42.50	" "	1,700.00
2,050	lin. ft.	Driving Piling	.25	est.	512.50
40	M-FBM	Erecting Creosoted Lumber	25.00	"	1,000.00
136	cu. yds.	Class "D" Concrete	15.00	"	2,040.00
30,000	lbs.	Metal Reinforcement	0.05	"	1,500.00
220	lin. ft.	Composite Handrail	4.00	"	880.00

Sub-total	$8,401.25
10% Engr. & Cont.	840.12
Total.............	$9,241.37

Length of Structure 0.021 miles

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	Emerg. Constr. [illegible] Funds
ROADWAY			
Original Project: Paving	$12,934.35	$ 3,880.30	$ 9,054.05
Extension of Original Project			
Paving	$ 2,815.23	$ 844.57	$ 1,970.66
Surfacing	928.29	278.48	649.81
Sub-total, Roadway	$16,677.87	$ 5,003.35	$11,674.52
BRIDGE			
Clackamas River Overflow Bridge	$ 9,241.37	$ 2,772.41	$ 6,468.96
Totals	$25,919.24	$ 7,775.76	$18,143.48

JANUARY
Eighteenth
1933

Mr. W. H. Lynch, District Engr.
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate accompanying specifications for the grading of the South Unit, Milwaukee-Oregon City Section, Project No. E-168-B. Five bid proposals for this work are being sent under separate cover. Sheets number 2 and 3 are being revised, and the necessary blueprint copies of the revised sheets will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ME

Encl.

Oregon State Highway Department

Emergency Construction
Hwy. Proj. No. E-168-B

NORTH UNIT, MILWAUKIE-OREGON CITY SECTION
OF THE EAST SIDE PORTLAND-OREGON CITY HIGHWAY IN
CLACKAMAS COUNTY

(Estimate with specifications. Not as basis for project agreement)

Salem, Oregon, December 10, 1932

STATEMENT OF COMPLETED WORK

Roadway: (~~Sta. 18+39.37 to Sta. [illegible];~~
~~Sta. [illegible]~~ to Sta. 40+00)

Final Cost of Roadwork	$ 45,390.13
Final Cost on which Federal Aid was computed	$ 45,390.13
Federal Aid paid on Roadwork (F. Y. 1931)	$ 7,280.91
Emergency Funds paid on Roadwork (F. Y. 1931)	$ 38,109.22
Length of Roadwork, original 0.390 miles; Revised, 0.388 miles	~~0.390 miles~~
Cost per mile	$ 116,384.94
Federal Aid paid per mile	$ ~~18,669.00~~ → $ 18,765.23

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EMERGENCY WORK ON ORIGINAL PROJECT

(Sta. 18+39.37 to Sta. 40+00)

Paving (Contract prices)

700	cu. yds.	Excavation, Single Classification	$ 0.28	$ 196.00
4,800	sq. yds.	Portland Cement Concrete Pavement	1.45	6,960.00
350	lin. ft.	Expansion Joints	0.15	52.50
2,400	" "	Contraction Joints	0.03	72.00
1,900	lbs.	Tie bars & Reinforcement	0.04	76.00
260	Only	Dowels	0.16	41.60
1,400	cu. yds.	Sand Cushion	1.00	1,400.00
300	" "	Crushed Gravel in Shoulders	1.55	465.00
30	" "	Filler	0.50	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
				$ 9,286.50

Regrading (Contract Prices)

All Required		Clearing & Grubbing		$ 50.00
2,000	Cu. Yds.	Excavation on North Unit	.30	600.00
800	Yd. Sta.	Overhaul	.04	32.00
30,000	Yd. Mi.	Truck haul	.12	3,600.00
150	Lin. Ft.	18" Concrete Pipe	2.50	375.00
				$ 4,657.00

Sub-Total	13,943.50
10% Engr.&Cont.	1,394.35
Total	15,337.85

Length	0.409 miles
Cost per mile	$ 37,500.00

EMERGENCY WORK ON EXTENSION OF ORIGINAL PROJECT

Roadway (Sta. 13+38 to Sta. 18+39.37)

Paving: (Contract Prices)

100	Cu. Yds.	Excavation, Single Classification	$ 0.28	$ 28.00
1,200	Sq. Yds.	Portland Cement Concrete Pavement	1.45	1,740.00
100	Lin. Ft.	Expansion Joints	0.15	15.00
700	" "	Contraction Joints	0.03	21.00
550	Lbs.	Tie Bars & Reinforcement	0.04	22.00
70	Only	Dowels	0.16	11.20
400	Cu. Yds.	Sand Cushion	1.00	400.00
70	" "	Crushed Gravel in Shoulders	1.55	108.50
10	" "	Filler	0.50	5.00
30	Yd. Mi.	Filler Haul	0.12	3.60
				$ 2,354.30

(B)

Regrading:

All Required		Clearing & Grubbing		$ 20.00
600	Cu. Yd.	Excavation, North Unit	.30	180.00
				$ 200.00

Sub-Total	2,554.30
10% Engr. & Cont.	255.43
	$ 2,809.73

Length	.095 miles
Cost per mile	$ 29,576.10

Roadway (Sta. 8+10 to Sta. 13+30)

Surfacing (Contract Price) ⓒ

100	cu. yds.	Excavation, Single Classification	$ 0.28	$ 28.00
100	" "	Screened Gravel Surfacing	1.25	125.00
150	" "	Crushed " "	1.55	232.50
30	" "	Filler	0150	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
				$ 408.90

Rounding:

All Required		Clearing & Grubbing		$ 10.00
1,400	cu. yd.	Excavation, North Unit	.30	420.00
				$ 430.00
		Sub-total		838.90
		10% Engr. & Cont.		83.89
				$ 922.79

Length of Roadway	0.064	miles
" " 1 Bridge	.036	"
Total length	0.100	"
Cost per mile	$ 14,418.59	

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	Emerg. Constr. Hwy. Funds
Original Project:			
Paving	$ 15,337.85	$ 4,601.35 (30%)	$ 10,736.50
Extension of Original Project			
Paving	$ 2,809.73	$ 842.92 (30%)	$ 1,966.81
Surfacing	922.79	276.83 (30%)	645.96
	$ 19,070.37	$ 5,721.10	$ 13,349.27

161-R

January 19, 1933

Mr. E. L. King, Superintendent
Southern Pacific Company
Portland, Oregon

Dear Sir:

In reply to your letter of January 14th, this will advise that in compliance with the request made by your Mr. Fair a few days prior, we incorporated in the special provisions of the contract for the proposed grading work on the Pacific Highway between Oregon City and Canemah, a clause requiring the contractor to give a joint bond to your company and the Western Union Telegraph Company to insure payment for any damage that these companies may suffer by reason of the contractor's operations. A copy of the provision requiring this bond is enclosed for your further information.

The general clauses relating to the protection of railroad and telegraph lines will be found on pages 10 to 12 of our standard specification form, copy of which is being sent to you under separate cover.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ER

Encl.

S-2600

Southern Pacific Company
PORTLAND, OREGON

IN REPLY PLEASE REFER TO

E. L. KING,
SUPERINTENDENT

January 14, 1933

RECEIVED
JAN 14 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
Engineer, State Highway Commission,
Salem, Oregon.

Dear Sir:

Attention Mr. Probert

Understand you are going to re-advertise for bids for the changes in the highway south of Oregon City, near Canemah.

It appears that in widening the road on the hill above the track the contractor will have to remove a very considerable amount of rock which will have to be shot. Between the present highway and the railroad we have a heavy telegraph line, the wires of which are all copper on account of excessive corrosion in the vicinity of Oregon City. If contractor shoots small rock in among these wires, he will nick the wires, causing them to break at the next severe cold spell. This condition would not exist with iron wires but iron wires would rust out in less than a year at this location.

We have investigated and found that this line can be taken out entirely, the wires temporarily being carried around the working place in cable, then after the contractor is thru, the wires could be replaced, at total cost of approximately $600. This would prevent any interruptions in service and any damage to the wires which would come later.

It has been the custom in the past for contractors in similar locations to enter into a contract with the Railroad Company for its protection, the contractor furnishing a bond of approximately $10,000. to cover this liability.

I am calling this condition to your attention in advance of re-advertising for bids so that the Railroad Company can be fully protected in the continuity of its operation as well as continuity of service on telegraph lines.

Yours truly,

Asst. State Purchasing Agent.

SBG:LM

(6)

PR 168-B

OREGON STATE BOARD OF CONTROL

STATE PURCHASING DEPARTMENT

MEMBERS
JULIUS L. MEIER, Governor
HAL E. HOSS, Secretary of State
RUFUS C. HOLMAN, State Treasurer
WILLIAM EINZIG, Secretary

Office of Secretary

SALEM

In Reply Refer to
~~S. B. Gillette~~

January 16, 1933.

Oregon State Highway Commission,
c/o Bridge Department,
State Office Bldg.,
Salem, Oregon.

Attention Mr. W. A. Reeves.

Gentlemen:

Reference is made to your purchase request No. 10216 covering creosoted piling and creosoted lumber for delivery at bridge site located approximately 600 feet south of Clackamas River on the East Portland-Oregon City Highway.

For your information will advise that inquiries were mailed to the following firms on January 10th:

COPY

Colman Creosoting Works	Seattle, Wn.
Superior Pole Treating Co.	"
West Coast Wood Preserving Co.	"
Forest Products Treatint Co.	Portland, Or.
Chas. R. McCormick Lbr. Co.	"

Upon opening the quotations we find that the two Portland firms only have quoted us prices, which are as follows:

Forest Products Treating Co.	Piling .37½ lin. ft. Tr. lbr. 48.00 M FBM
Chas. R. McCormick Lbr. Co.	Piling .40 lin. ft. Tr. lbr. 42.50 M FBM

You will note that the Forest Products Treating Company was low bidder on the piling and the Chas. R. McCormick Lumber Company low bidder on the treated lumber. In view of this orders are being written accordingly.

Very truly yours,

OREGON STATE BOARD OF CONTROL,
Wm. Einzig, Secretary.

By

S. B. Gillette,
Asst. State Purchasing Agent.

SBG:LM

December 13, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

This is in reply to your letter of December 12th, concerning the portion of Project No. E-168-B which is between Stations 8+10 and 13+38.

The fact that the paving project was terminated at Station 13+38 and gravel surfacing called for from that station to Station 8+10, does not indicate any uncertainty as to the exact routing of the highway at that point. Regardless of what route is adopted through Oregon City, it will be necessary to turn onto Main Street and follow it for at least three blocks. Our reason for terminating the pavement at Station 13+38 is that for a time it will be necessary to meet the grade of Main Street at Station 8+10, and, that in order to do so, it will be necessary to drop the grade at that point below the grade that will be used when the highway is continued on up Main Street. Both the future grade line and the grade line which is to be used temporarily are shown on the federal aid plans. It would not, of course, be advisable to construct concrete pavement on this temporary grade line. It is, therefore, considered best to terminate the pavement at the new bridge structure over Abernethy Creek.

For such information as it may be to you, we are enclosing a small blueprint map showing the location which we now propose to follow through Oregon City. Four blueprint copies of the plans for the bridge, which we have constructed over Abernethy Creek, are being sent to you under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

Milwaukie-Oregon City
South unit

December 12, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Construction Highway Project E-168-B.

On this emergency project the portion between Sta. 8+10 and Sta. 13+38 has been submitted for surfacing with crushed gravel, due to the uncertainty of the exact routing through Oregon City. This Bureau would not be justified in participating in the cost of construction which would later probably be abandoned. Therefore, unless it is definitely shown that the portion above referred to is on the permanent routing, it will be necessary to eliminate this section from the project.

Apparently this section is also involved in the bids to be opened on December 14, and the same questions would apply to that work.

We have been requested to advise the type of structure constructed by the State across Abernathy Creek. Will you please submit plans covering this non-participating structure?

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

October 8, 1933.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate as basis for project agreement covering the South Unit of the Milwaukie-Oregon City Section, Emergency Project No. E-160-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

Encl.

Oregon State Highway Department.

Emergency Construction
Highway Proj. No. E-168-B.

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 6, 1932.

STATEMENT OF COMPLETED WORK

Roadway: (Sta. 18+39.37 to Sta. 33+00;
Sta. 34+00 to Sta. 40+00)

Final Cost of Roadwork	$ 45,390.13
Final Cost on which Federal Aid was computed	$ 45,390.13
Federal Aid paid on Roadwork (F. Y. 1931)	$ 7,280.91
Emergency Funds paid on Roadwork (F. Y. 1931)	$ 38,109.22
Length of Roadwork	0.390 miles
Cost per mile	$116,384.94
Federal Aid paid per mile	$ 18,669.00

EMERGENCY WORK ON ORIGINAL PROJECT

Paving (Sta. 18+39.37 to Sta. 40+00)

700	cu. yds.	Excavation, Single Classification	$ 0.28	$ 196.00
4,800	sq. yds.	Portland Cement Concrete Pavement	1.45	6,960.00
350	lin. ft.	Expansion Joints	0.15	52.50
2,400	" "	Contraction Joints	0.03	72.00
1,900	lbs.	Tie bars & Reinforcement	0.04	76.00
260	Only	Dowels	0.16	41.60
1,400	cu. yds.	Sand Cushion	1.00	1,400.00
300	" "	Crushed Gravel in Shoulders	1.55	465.00
30	" "	Filler	0.50	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
		Sub-total		$ 9,286.50
		10% Engr. & Cont.		928.65
		Total..................		$10,215.15

Length of Paving 0.409 miles

Cost per mile $24,975.91

EMERGENCY WORK ON EXTENSION OF ORIGINAL PROJECT

Paving: (Sta. 13+38 to Sta. 18+39.37)

100	cu. yds.	Excavation, Single Classification	$ 0.28	$ 28.00
1,200	sq. yds.	Portland Cement Concrete Pavement	1.45	1,740.00
100	lin. ft.	Expansion Joints	0.15	15.00
700	" "	Contraction Joints	0.03	21.00
550	lbs.	Tie Bars & Reinforcement	0.04	22.00
70	Only	Dowels	0.16	11.20
400	cu. yds.	Sand Cushion	1.00	400.00
70	" "	Crushed Gravel in Shoulders	1.55	108.50
10	" "	Filler	0.50	5.00
30	yd. mi.	Filler Haul	0.12	3.60
			Sub-total	$ 2,354.30
			10% Engr. & Cont.	235.43
			Total...............	$ 2,589.73

Length of Paving .095 miles

Cost per mile $ 27,260.31

Surfacing: (Sta. 8+10 to Sta. 13+38)

100	cu. yds.	Excavation, Single Classification	$ 0.28	$ 28.00
100	" "	Screened Gravel Surfacing	1.25	125.00
150	" "	Crushed " "	1.55	232.50
30	" "	Filler	0.50	15.00
70	yd. mi.	Hauling Filler	0.12	8.40
			Sub-total	$ 408.90
			10% Engr. & Cont.	40.89
			Total...............	$ 449.79

Length of Surfacing	0.064 miles
" " 1 Bridge	0.036 "
Total Length	0.100 "

Cost per mile $ 7,027.96

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Aid Funds	State, Constr. Rev. Funds.
Original Project:			
Paving	$ 10,215.15	$ 3,064.54 (30%)	$ 7,150.61
Extension of Original Project:			
Paving	$ 2,589.73	$ 776.92 (30%)	$ 1,812.81
Surfacing	449.79	134.94	324.85
Totals	$ 13,254.67	$ 3,976.40	$ 9,278.27

State Funds for Constr.: Chap. 173, laws 1917; Chap. 31, laws 1920.

" " " Maint.: Chap. 41, laws 1927.

11. 168B

August 25, 1932.

Mr. W. H. Lynch, District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying paving specifications for the South Unit, Milwaukie-Oregon City Section emergency project No. E-168-B. Five bid proposals and five blueprint copies of the sheet showing the paving details are being sent under separate cover. Blueprint copies of sheet No. 2 of the plans which is being revised to show the typical section for gravel surfacing between Station 8+10 and 13+38 will be sent tomorrow.

The work contemplated to be done extends within the City limits of Oregon City from Station 18+39.37 to station 8+10 and it is our request that this project be extended to include the work between the stations mentioned above.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/KK
Incls.

Oregon State Highway Department   Emerg. Constr. Proj. No. E-168-B

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate accompanying paving specifications. Not as basis for project agreement)

Salem, Oregon, August 25, 1932

STATEMENT OF COMPLETED WORK

Roadway: (Sta. 18+39.37 to Sta. 33+00; Sta. 34+00 to Sta. 40+00)

Ⓐ

Final cost of Roadwork	$ 45,390.13
Final cost on which Federal Aid was computed	$ 45,390.13
Federal Aid paid on Roadwork (F. Y. 1931)	$ 7,280.91
Emergency Funds paid on Roadwork (F. Y. 1931)	$ 38,109.22
Length of Roadwork	0.390 miles
Cost per mile	$116,384.94
Federal Aid paid per mile	$ 18,669.00

EMERGENCY WORK ON ORIGINAL PROJECT

Paving: (Sta. 18+39.37 to Sta. 40+00)

700	cu. yd.	Excavation	$ 0.25	$ 175.00
4,800	sq. yd.	Portland Cement Concrete Pavement	1.75	8,400.00
350	lin. ft.	Expansion Joints	0.20	70.00
2,400	lin. ft.	Contraction Joints	0.05	120.00
1,900	lbs.	Tie Bars and Reinforcement	0.05	95.00
260	only	Dowels	0.25	65.00
1,400	cu. yd.	Sand Cushion	0.50	700.00
300	cu. yd.	Crushed Gravel in Shoulders	1.25	375.00
30	cu. yd.	Filler	0.40	12.00
70	yd. mi.	Hauling Filler	0.15	10.50
			Sub-total	$ 10,022.50
			10% Engr. & Cont.	1,002.25
			Total	$ 11,024.75

Length of Paving	0.409
Cost per mile	$ 26,955.37

#1288

EMERGENCY WORK ON EXTENSION OF ORIGINAL PROJECT

Paving: (Sta. 13+38 to Sta. 18+39.37)

100	cu. yd.	Excavation, single classif.	$ 0.25	$ 25.00
1,200	sq. yd.	Portland Cement Concrete Pavement	1.75	2,100.00
100	lin. ft.	Expansion Joints	0.20	20.00
700	lin. ft.	Contraction Joints	0.05	35.00
550	lbs.	Tie Bars and Reinforcement	0.05	27.50
70	only	Dowels	0.25	17.50
400	cu. yd.	Sand Cushion	0.50	200.00
70	cu. yd.	Crushed Gravel in Shoulders	1.25	87.50
10	cu. yd.	Filler	0.40	4.00
30	yd. mi.	Filler Haul	0.15	4.50
			Sub-total	$ 2,521.00
			10% Engr. & Cont.	252.10
			Total, Paving	$ 2,773.10

Length of Paving	.095 miles
Cost per mile	$ 29,190.52

Surfacing: (Sta. 8+10 to Sta. 13+38)

100	cu. yd.	Excavation, single classif.	$ 0.25	$ 25.00
100	cu. yd.	Screened Gravel Surfacing	1.00	100.00
150	cu. yd.	Crushed Gravel Surfacing	1.25	187.50
30	cu. yd.	Filler	0.40	12.00
70	yd. mi.	Hauling Filler	0.15	10.50
			Sub-total	$ 335.00
			10% Engr. & Cont.	33.50
			Total, Surfacing	$ 368.50

Length of Surfacing	0.064 miles
Length of 1 Bridge 190 ft.	0.036 "
Total length	0.100 "
Cost per mile	$ 5,757.81

SUMMARY OF FUNDS PROGRAMMED

Item	Total Cost	Federal Aid Funds	Emergency Constr. Funds
Original Project:			
Paving	$ 11,024.75	$ 3,307.42 (30%)	$ 7,717.33
Extension of Original Project:			
Paving	2,773.10	831.93 (30%)	1,941.17
Surfacing	368.50	110.55 (30%)	257.95
Totals	$ 14,166.35	$ 4,249.90	$ 9,916.45

#1299

P.R. 168B

April 18, 1932

United States Fidelity & Guaranty Company,
C. O. Price, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

This letter is to advise you that we are about ready to make final payment to the General Construction Company for the construction of the South Unit - Milwaukie-Oregon City Section of the East Portland-Oregon City Highway, contract No. 1299.

We are not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of the above work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is being served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $55,668.92 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

A4pr 10378

Form P. R. 2

EMERGENCY FEDERAL AID
State Oregon
Project No. 168, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—5518

PROJECT AGREEMENT

Memorandum of Agreement made this 30th day of July, 1931 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 4th day of April, 1931, a project statement, which was approved by the Secretary on the 20th day of April, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department of Oregon has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 14th day of May 1931, and approved by the Secretary on the 17th day of August, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of seven thousand, two hundred eighty and 91/100 dollars ($7,280.91) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State **$42,453.12, which may be provided in whole or in part from the State's apportionment of "Advance Funds" under the Emergency Act of December 20, 1930 (Public No. 550 - 71st Cong.), and any part thereof not provided from such "Advance Funds" shall be met from State funds available to the State Highway** (Include amount, date, and citation of act of legislature by which authorized)

~~*(b) By the~~ **Department under Chap. 175, Laws of 1917, and Chap. 31, Laws of 1920.** (Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ....

....
(State how placed under direct control of Highway Department)

*(c) ....

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between **survey station 19+39.37 at the north city limits of Oregon City, in Sec. 30, T. 2 S., R. 2 E., W.M., and survey station 40+00 at the Clackamas River crossing in the N.E.¼ of Sec. 30, T. 2 S., R. 2 E., W.M., (excepting that portion between survey stations 33+00 and 34+00)** .... terminal points, a distance of **0.39** miles, known locally as **the East Portland - Oregon City Highway between Milwaukie and Oregon City, Clackamas County, being Oregon Emergency Federal Aid Project No. 168, Section B.**

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

STRICKEN OUT

(b) It is hereby agreed and understood by the Highway Department that any part of the State's share of the cost of the project covered by this agreement which may be paid from its apportionment of "Advance Funds" under the Emergency Act approved December 20, 1930 (Public No. 550 - 71st Cong.), shall be reimbursed to the Federal Government over a period of five years, commencing with the fiscal year 1933, by making deductions from regular apportionments made from future authorizations for carrying out the provisions of the Federal Highway Act, as required by said Emergency Act.

(c) The Highway Department hereby agrees that, within a reasonable time after completion of the improvement contemplated under this agreement, it will use every means at its command to place, or to have placed, upon the road embraced in this project such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

(d) It is mutually agreed that the new structure between survey stations 33+00 and 34+00 not included in such plans and specifications will be constructed, by or under the direction of the Highway Department in accordance with plans and specifications approved by and subject to the inspection and approval of the Secretary or his authorized agents. No Federal Aid shall be paid under this agreement for the construction of said new structure, but nothing herein contained shall preclude the granting of Federal Aid thereon upon request and under usual limitations.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of seven thousand, two hundred eighty and 91/100 dollars ($ 7,280.91), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, seven hundred thirty-four and 03/100 dollars ($ 49,734.03), the approved total estimated cost of Section B of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....~~

~~..~~
~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ....~~
~~(Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927.
(Include reference to statute authorizing funds and probable amount annually available)

....

....

....

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

*(a) By the ____,
upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ____
(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)
____

*(b) By the ____,
upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ____________________
(Include reference to statute authorizing funds and probable amount annually available)
____

STRICKEN OUT

*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ____________________
____
(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 17th day of August, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ____________________
Chairman, State Highway Commission
(Title of officer)

By M Lynch
Member, State Highway Commission
(Title of officer)

[SEAL]

By C K Spaulding
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

[SEAL]

C. F. Marvin
Acting Secretary of Agriculture.

5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road between survey station 18+39.37 at the north city limits of Oregon City, in Sec. 30, T. 2 S., R. 2 E., W.M., and survey station 40+00 at the Clackamas River crossing in the N.E.¼ of Sec. 30, T. 2 S., R. 2 E., W.M. (excepting that portion between survey stations 33+00 and 34+00), locally known as the East Portland - Oregon City Highway between Milwaukie and Oregon City, Clackamas County, and designated in the records of this Department as Emergency Federal Project No. 168 Section B, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 49,734.05 as the total estimated cost of Section B of said project, and the sum of $ 7,280.91 as the share of the United States, payable under said acts on account of Section B of such project, which does not exceed the authorized Federal pro rata share ~~per cent~~ of said total estimated cost.

Done at the city of Washington, this 17th day of August one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

C. F. Marvin
Acting Secretary of Agriculture.

Form 39—E-16702—3M—5-30.

OR N STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

168-B

Date Aug. 17, 1931

Job name Grading South Unit
General Const. Co
Highway East Portland-Oregon City
County Clackamas Job prefix 3PK-3

Week from Aug. 9 to Aug 15
Mail address Oregon City, Ore.
Telegraph or telephone address
Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

General Construction Company finished their contract # 1299 on the 11th.

(See back of this sheet for instructions and detailed information.)

Signed F. T. Young

Title

GRADING CONST ON

Total miles of grading in project 0.6

Miles completed 0.6

Miles completed except finishing -

Total cubic yards in project 156000 Ex.

Cubic yards moved to date 156,000 "

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 3

Contractor's average force for week 27-2days *men,*

.... *teams,* 1 drag line *steam shovels*

Grading work will be completed about Completed 8-11-31

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

July 30, 1931

F.P. 168-B

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are unable to locate copies of the contract for Oregon Emergency Federal Aid Project No. 168-B. We are holding the voucher submitted July 29 in the amount of $28,066.25 until the contracts are received.

Please forward the contracts as soon as possible as we cannot pass the voucher for payment until they have been received.

Very truly yours,

W. H. LYNCH
District Engineer

By J. A. Elliott
J. A. Elliott
Senior Highway Engineer

Snt 8/1/31

RECEIVED
JUL 31 1931
OREGON
STATE HIGHWAY COMM.

PR 16B

July 27, 1931

Shell Oil Company
1219 Westlake Ave. North
Seattle, Washington

Attention: A. C. Guske
Division Credit Manager

Gentlemen:

Receipt is acknowledged of your letter of July 24th concerning Beck & Sycamore, subcontractors under the General Construction Company.

Please be advised that the contract which the General Construction Company has is our contract No. 1299, which is known as the South Unit of the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway in Clackamas County.

This contract consists of 0.6 miles of gravel embankment. The bond was furnished by the United States Fidelity & Guaranty Company, for whom C. C. Price is resident agent with offices in the Porter Building, Portland, Oregon. The amount of the bond is $50,000 and the completion date of the contract is August 31, 1931.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

JMcF:W

PETROLEUM PRODUCTS

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS ALL COMMUNICATIONS TO THE COMPANY
QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE

July 24, 1931

State Highway Dept.,
Salem, Oregon.

Gentlemen: RE: BECK & SYCAMORE
GENERAL CONST. COMPANY

We are at this time selling Beck & Sycamore, sub-contractors for General Construction Company on the state contract known as south unit, Milwaukie-Oregon City Section of the East Portland Oregon City Highway, .6 miles gravel embankment.

We shall appreciate it if you will give us complete details of this contract as to the amount of the contract, bonding company furnishing surety and approximate time when the contract will be completed.

Yours very truly,

SHELL OIL COMPANY

ACG:S

A. C. GUSKE
Division Credit Manager

PR168B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE REFER TO
FILE No. Oregon 168-B (Emergency)

POST OFFICE BUILDING
PORTLAND, OREG.

July 8, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

For your information, the following is quoted from a recent Construction Report of Oregon Emergency Federal-aid Project, Oregon 168-B:

> "From appearances on the ground, and from impressions gathered from discussion with State and contractor's representatives, it would appear that excellent progress is being made. Further analysis indicates the probable error of such a belief. On June 15 the contractor was allowed an estimate of 13,370 C.Y. of embankment in place. On the day of the inspection (June 30) 15 days later, it was estimated he had moved approximately 40,000 C.Y. These figures give an approximate average of 1,150 C.Y. moved per day. Sixty days remain in which to complete the contract. At the present average he will, in that time, move 69,000 C.Y. which, added to the 40,000 C.Y. already moved, will amount to 109,000 C.Y. The project estimate shows 160,000 C.Y. As the contractor is working 24 hrs. per day and as it is not believed that recent rains have hampered his operations, the only solution appears to be the use of added equipment. This matter will be taken up with the State by letter."

Since the date of the inspection, this matter has been further discussed with Mr. Young, your Resident Engineer, from whom it is learned that better progress is being made. We are exceedingly hopeful that this is the case, as we would be very sorry to have any emergency projects fail to be completed in time to insure collection of all the Federal funds involved.

Very truly yours,

W. H. LYNCH
District Engineer

L J Caufield
By L. J. Caufield
Highway Engineer

State Highway Engineer

Copy to Chas B Clarke 7/9/31
[illegible]

P.R. 168 B

June 29, 1931

General Construction Co.,
555 Colman Bldg.,
Seattle, Washington.

Gentlemen:

Herewith for your records and files is an executed copy of the contract awarded to you by the State Highway Commission for the construction of a gravel embankment on the South Unit, Milwaukie-Oregon City Section of the East Portland-Oregon City Highway in Clackamas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

PR 168B

June 18, 1931.

Mr. C. H. Lynch,
Division Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the South Unit, Milwaukie-Oregon City Section, Emergency Project No. 168-B.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/WC

Oregon State Highway Department   Emergency Project No. 188-B

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION OF THE EAST PORTLAND-OREGON CITY HIGHWAY IN CLACKAMAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, June 18, 1931.

All Required	Clearing and Grubbing		$ 332.76
136,000 cu. yds.	Embankment Construction	$0.33	44,880.00
		Sub-total	$ 45,212.76
		10% Engr. & Cont.	4,521.27
		Total	$ 49,734.03

Gross length of project	0.400 miles	
(Sta. 33+00 to 34+00)	.010 "	(Exception)
Net length of project	0.390 "	
Cost per mile	$127,523.15	

Federal Aid Requested	$ 7,280.91	(14.639+%)
Emergency Advance Funds "	42,453.12	
Total	$ 49,734.03	

State funds for maintenance: Chapter 41, Laws 1927.

FP168B

June 10, 1931.

Mr. F. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

This is in reply to your letter of May 20th, concerning the number of houses along that portion of the Milwaukie-Oregon City Section (Federal Aid Project No. 168-B) which are within the city limits of Oregon City.

Investigation reveals the fact that the fractional lots lying between the highway and the two residence properties to the west of the highway on Abernathy Street are owned by the respective owners of the residence properties. Such being the case, it is apparent that the portion of the project, which is within the city limits, is not eligible for federal aid, and it will be necessary to cut the project back to the city limit line which is at Station 18+38.37.

Revised plan sheets and estimates will be forwarded to you within the next few days.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

May 20, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 168, section B.

The question has been raised with regard to the houses on lots 2 and 6 on the north side of Abernathy Street, and on lot 2 on the south side. If the title to the narrow strips of land separating these lots from the highway rests with, or is transferred to the owners of the lots, then they should be considered as being on the project. A statement of the facts in this case should be submitted.

A further statement is requested with respect to final disposal of the houses on lots 3, 4 and 5 on the south side of Abernathy Street. It sometimes develops that the houses are rebuilt on, or moved to, other sites on the project, and if that is the case they would have to be counted.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
MAY 21 1931
OREGON
STATE HIGHWAY COMMISSION

Form 39—E-16702—3M—5-30.

FR168B

ON STATE HIGHWAY DEPARTM

FIELD ENGINEER'S WEEKLY REPORT

NOTED
[illegible]

Date June 1, 1931

Job name Grading - South Unit
Gen. Const. Co. Contr.
Highway East Portland - Oregon City
County Clackamas Job prefix 3 PK-3

Week from May 24 to May 30
Mail address Oregon City, Ore.
Telegraph or telephone address
Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

General Construction Company started work on the south unit of the East Portland - Oregon City highway on the 27th. For the present their work is confined to constructing a road from the south bank of the Clackamas river to station 33. Equipment for drag line purposes has been ordered out and is expected within a few days.

RECEIVED
JUN 3 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed F. T. Young

Title

GRADING CONSTRU

Total miles of grading in project 0.6

Miles completed –

Miles completed except finishing –

Total cubic yards in project 160,000

Cubic yards moved to date –

Miles covered by contractor's forces –

Miles cross-sectioned 0.25

Miles cross-sections completed and checked –

Miles to be remeasured –

Number men in Engineering Party 3

Contractor's average force for week 3days 6 men,

3days 1 teams, ... steam shovels

Grading work will be completed about Ag 31, 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage 16 2/3
2. 3PK-2 .... Percentage 83 1/3
3. .... Percentage
4. .... Percentage

PR168B

May 8, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five bid proposals covering the South Unit, Milwaukie-Oregon City Section, Emergency Project No. 168-B.

Five sets of blueprint plans for this project are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/BB.

encl.

Oregon State Highway Department

Emergency Project No. 160-B.

SOUTH UNIT, MILWAUKIE-OREGON CITY SECTION
OF THE EAST PORTLAND-OREGON CITY HIGHWAY
IN CLACKAMAS COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 9, 1931.

All Required	Clearing and Grubbing		$ 1,000.00
160,000 cu. yds.	Embankment Construction	$0.50	80,000.00
	Sub-total		$81,000.00
	10% Engr. & Cont.		8,100.00
	Total		$89,000.00

Gross Length of Project	0.645 miles
(Sta. 1120 to Sta. 1155) (Sta. 23+00 to 24+00)	0.057 miles (Exception)
Net Length of Project	0.586 miles
Cost per mile $151,877.13	

Federal Aid Funds Requested	$10,940.03
Emergency Advance Funds Requested	78,059.97
Total	$89,000.00

PR 168 B

April 24, 1931.

A. Guthrie and Company,
552 Sherlock Building,
Portland, Oregon.

Gentlemen: **Attention: Mr. R. F. Hoffmark**

In reply to your letter of April 23rd, this will advise that the receiving of bids for the grading of the South Unit of the Milwaukie-Oregon City Section of the East Portland-Oregon City Highway has been postponed until May 14th, and that the plans will not be ready to send out to prospective bidders until about May 1st.

A note to the effect that the receiving of bids for the South Unit had been postponed appears upon the profile which was sent out for the North and Middle Units, but apparently the notes did not come to your attention as we had expected.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

A. Guthrie & Co., Inc.

ST. PAUL, MINN.
PORTLAND, ORE.
NEW YORK, N.Y.
CHICAGO, ILL.

CONTRACTORS - ENGINEERS

552 SHERLOCK BUILDING
Portland, Oregon

April 23, 1931

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have received plans and specifications for the north and middle units of the Milwaukie Oregon City Section of the East Portland-Oregon City Highway.

Will you please send us as quickly as possible the plans and specifications for the south unit?

Yours truly,

R. F. Hoffmark
Vice President

RFH/ak

Form 1217-A

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

NOTED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

APRIL 10 1931

PR 168-B file

MAJOR OSCAR O KUENTZ
DISTRICT ENGINEER
UNITED STATES ENGINEERS DEPARTMENT
CUSTOMHOUSE
PORTLAND OREGON

CONFIRMING VERBAL ADVICE GIVEN YOU LAST WEEK BY DIVISION ENGINEER CLARKE IN VIEW OF NECESSITY FOR IMMEDIATE CONSTRUCTION OF MILWAUKIE OREGON CITY HIGHWAY IN ORDER TO SECURE FEDERAL AID FROM EMERGENCY HIGHWAY APPROPRIATION ON HUNDRED PERCENT BASIS AND IN VIEW OF FACT THAT BORROW MATERIAL FOR FILL SOUTH OF CLACKAMAS RIVER IS NOW AVAILABLE FROM COUNTY OWNED PROPERTY AT PROBABLE COST EQUAL TO OR LESS THAN COST OF MATERIAL FROM RIVER IMPROVEMENT UNDER JOINT PROJECT STATE HIGHWAY COMMISSION HAS DECIDED TO ABANDON FURTHER CONSIDERATION OF SUCH JOINT PROJECT BECAUSE OF UNAVOIDABLE DELAY INVOLVED AND PROCEED WITH HIGHWAY CONSTRUCTION INDEPENDENTLY STOP WE APPRECIATE EFFORTS OF YOUR DEPARTMENT TO WORK OUT JOINT PROJECT AND REGRET IT SEEMS IMPRACTICABLE STOP THANK YOU FOR YOUR ASSISTANCE

ROY A KLEIN
STATE HIGHWAY ENGINEER

CONTRACT#1300,

SEE:

CONTRACT#1114,

20

1300 [illegible]: Contract 1114

7

CONTRACT# 1301, 1303,

PR 142-F Bridge over Elk Cr. at Elkton 1931

1301, 1303

Flypr-10377

Form P. R. 2

State Oregon

U.S.Public Works Project No. NRH 142, Section F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

Memorandum of Agreement made this 5th day of March, 1934 by and between the Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the National Industrial Recovery Act (Public No. 67, 73rd Congress), approved June 16, 1933:

Whereas the Highway Department of said State submitted on the 1st day of May, 1933, a project statement, which was approved by the Secretary on the 23rd day of May, 1933, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 9th day of October, 1933; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of twelve thousand, eight hundred twenty five and 89/100 dollars ($12,825.89) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "National Recovery Highway Funds" appropriated by Act approved June 16, 1933 (Public No. 67, 73rd Congress), and any part thereof not provided from such funds shall be met from State funds available to the State Highway Department under Chap. 175, Laws of 1917, Chap. 31, Laws of 1920 and Chap. 248, Laws of 1931

(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1025+00 in the W. 1/2 of Sec. 19, T 22 S, R 7 W., W.M. and survey station 1183+00 in the E 1/2 of Sec. 21, T 22 S, R 7 W. W. M., which is the west end of F.A.P. 142 D (excepting therefrom the existing bridge across Elk Creek).

, length 2.895 miles, in Douglas County, being Section F of Oregon U.S.Public Works project No NRH 142, consisting of 2.895 miles of roadway and no bridges, ~~each of~~ more than 20 feet clear span, of a mile in length. , known locally as the Elkton Section of the Umpqua Highway between official control points Drain and Scottsburg.

8—5518

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section F of said project shall not in any event exceed the sum of twelve thousand, eight hundred twenty five and 89/100 dollars ($12,825.89), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifteen thousand, one hundred twenty four and 89/100 dollars ($15,124.89), the approved total estimated cost of Section F of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to the Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

[illegible]

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chap. 41, Laws of 1927 and Chap. 248, Laws of 1931

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 30 day of March, 1934

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Leslie Scott

Chairman, State Highway Commission
(Title of officer)

By E B Aldrich

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Secretary of Agriculture

U S GOVERNMENT PRINTING OFFICE: 1931 8—5518

By P. St. J. Wilson
Acting Chief, Bureau of Public Roads

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department ~~as~~ U.S.Public Works Project No. [illegible] State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 15,124.89 as the total estimated cost of said project, and the sum of $ 12,825.89 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 30 day of March one thousand nine hundred and thirty-four

SECRETARY OF AGRICULTURE
~~Secretary of Agriculture.~~

By [illegible] Wilson
Acting Chief, Bureau of Public Roads

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

November 9, 1935

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement for the Elkton Section, Project No. NRH-142-F.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

E. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-F

ELKTON SECTION OF THE UMPQUA HIGHWAY

IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 7, 1933.

900	cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.15	$ 1,035.00
2,600	yd. mi.	Hauling Surf. & Shoulder Materials	0.15	390.00
110	cu. yds.	Filler	0.45	49.50
330	yd. mi.	Hauling Filler	0.18	59.40
120	M-Gals.	Sprinkling	1.50	180.00
2,720	cu. yds.	Placing Mineral Aggregate	1.30	3,536.00
4,750	yd. mi.	Hauling Mineral Aggregate	0.16	760.00
29	tons	Emulsified or Cut-back Asphalt in Seal Coat	26.00	754.00
204	tons	No. 3 Oil in Place	24.00	4,896.00
			Sub-total	$ 11,659.90
			10% Engr. & Cont.	1,165.99
			Total..................	$ 12,825.89

Length of Roadwork 2.902 miles
Cost per mile $ 4,420.28

National Recovery Highway Funds Requested $ 12,825.89

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412

1,610	cu. yds.	1 1/2" - 3/4" Cr. Gravel in Stockpile	$ 0.90	$ 1,449.00
320	" "	3/4" - 1/2" " " " "	1.00	320.00
530	" "	1/2" - 1/4" " " " "	1.00	530.00
				$ 2,299.00

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1929
State Funds for Maintenance: Chap. 41, Laws 1927

October 2, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of estimate to accompany bituminous macadam specifications for the Elkton Section, Project No. NRH-148-F.

Five blueprint copies of the typical cross-section and summary sheet are being sent under separate cover.

Very truly yours

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GB

Encl.

Oregon State Highway Department

National Recovery Highway
Project No. NRH-142-F

ELKTON SECTION OF THE UMPQUA HIGHWAY
IN DOUGLAS COUNTY

(Estimate to accompany bituminous macadam specifications. Not as basis for project agreement.)

Salem, Oregon, October 2, 1933.

900 cu. yds.	Crushed Gravel Surfacing & Shoulders	$ 1.20	$ 1,080.00
3,000 yd. mi.	Hauling Surf. & Shoulder Materials	0.15	450.00
110 cu. yds.	Filler	0.30	33.00
330 yd. mi.	Hauling Filler	0.15	49.50
120 M-Gal	Sprinkling	2.00	240.00
2,720 cu. yds.	Placing Mineral Aggregate	1.30	3,536.00
4,750 yd. mi.	Hauling " "	0.20	950.00
29 Tons	Emulsified or Cut-back Asphalt in Seal Coat	28.50	826.50
204 "	No. 3 Oil in Place	26.50	5,406.00
244 "	Tar in Place	24.70	(Alternate)
	Sub-total		$ 12,571.00
	10% Engr. & Cont.		1,257.10
	Total		$ 13,828.10

Length of Roadwork	2.895 miles
Cost per mile	$ 4,476.54

National Recovery Highway Funds Requested $ 13,828.10

NON-PARTICIPATING ITEMS

Aggregate Furnished Under State Contract No. 1412:

1,610 cu. yds.	1½" - 3/4" Cr. Gravel in Stockpile	$ 0.90	$ 1,449.00
320 " "	3/4" - ½" " " " "	1.00	320.00
530 " "	½" - ¼" " " " "	1.00	530.00
			$ 2,299.00

Hwy. 10377

142-F

Form P. R. 2
State Oregon
Project No. E-142, Section F

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1931

8—5518

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 22nd day of December, 1932

by and between the Oregon State Highway Commission, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; particularly the Emergency Relief and Construction Act of 1932 (Public No. 302, 72nd Congress), approved July 21, 1932:

Whereas the Highway Department of said State submitted on the 1st day of May, 1932, a project statement, which was approved by the Secretary on the 23rd day of May, 1932, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department, in accordance with the rules and regulations promulgated by the Secretary, has furnished surveys, plans, specifications, and estimates for Section F of said project which were recommended for approval by the United States District Engineer on the 26th day of August, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury his approval of said surveys, plans, specifications, and estimates, and the sum of three thousand, three hundred nineteen and 96/100 dollars ($3,319.96) as the share of the United States payable under said act on account of Section F of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

8—5518

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

(*a*) By the State from "Emergency Construction Highway funds" appropriated by Act approved July 21, 1932 (Public No. 302, 72nd Congress), and any part thereof not provided from such funds shall be met from Chap. 175, Laws of 1917, and Chap. 31, Laws of 1930.
(Include amount, date, and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following highway as described in detail in said surveys, plans, and specifications:

Between survey station 1035+00 in the N½ of Sec. 19, T 22 S, R 7 W, W.M., and survey station 1183+00 in the N½ of Sec. 21, T 22 S, R 7 W, W.M., at the west end of Section D of said project (excepting therefrom the existing bridge across Elk Creek)

, length 2.825 miles, in Douglas County, being Section F of Oregon Federal Aid project No. E-142, consisting of 2.825 miles of roadway and no bridges, ~~each of more than 20 feet clear span,~~ ~~of miles in length~~. known locally as the Elkton section of the Umpqua Highway between official control points Drain and Scottsburg.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

8—5618

(b) The Highway Department hereby agrees that within one year after completion of the improvement contemplated under this agreement, it will place upon the road embraced in this project, additional surfacing of a dustless and durable type adequate to meet present and future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section I of said project shall not in any event exceed the sum of three thousand, three hundred nineteen and 26/100 dollars ($ 3,319.26), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eleven thousand, sixty-six and 55/100 dollars ($ 11,066.55), the approved total estimated cost of Section I of said project.

PAYMENTS

Article V. As the construction of said project progresses, the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof.

In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span.

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

Article VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chap. 41, Laws of 1927
(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 113

In witness whereof the parties have hereunto affixed their signatures, the Highway Department on the day and year first above written and the Secretary on the 6th day of February, 1933

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Les Scott

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By Carl Washburn

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

C F Marvin
Acting Secretary of Agriculture.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Project No. E-142-F State of Oregon

Second. That in accordance with said provisions I have approved the sum of $ 11,066.55 as the total estimated cost of said project, and the sum of $ 3,319.96 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 6th day of February one thousand nine hundred and Thirty-three

C.F. Marvin
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

Form 39—3165—5M—2-32.

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Dec 26th., 1932, 193

Job name Paradise Creek - Elkton

Week from Dec. 18th. to 24th.

Mail address Elkton, Oregon. 142-F

Highway Umpqua

Telegraph or telephone address Elkton, Oregon.

County Douglas Job prefix 10 P V

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Smith and Kelly run three days the past week. Quit Friday night having all the rock out they will be required to put out. Left the bunkers full and will haul this out Tuesday. High water in the river forced them to move their water pump about 4:30 Friday night.

The McNutts and Roy Klein over the job Wednesday and Thursday checking classification.

NOTED
H. O. SMITH

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Rain	Rain
Monday	"	"
Tuesday	"	"
Wednesday	"	"
Thursday	"	"
Friday	"	"
Saturday	"	"

Signed H. E. Roberts

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project [illegible].02

Miles completed 8.02

Miles completed except finishing None

Total cubic yards in project 239,000

Cubic yards moved to date 239,000

Miles covered by contractor's forces 8.02

Miles cross-sectioned 8.02

Miles cross-sections completed and checked 8.02

Miles to be measured None

Number men in Engineering Party None

Contractor's average force for week None *men,*

XXXXX *teams,* XXXXX *steam shovels*

Grading work will be completed about Sept. 15th. 1932

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 5.92

Miles completed 5.92

Miles partially done None

Total cubic yards in project 15,500

Cubic yards produced to date 15,475

Average daily yardage produced this week 29 (3 days)

Average daily yardage necessary to complete on time 25

Contractor's average force for week 7 *men,*

XXXXX *teams,* 3 *trucks*

Project will be completed about Dec. 27th. 1932

Number of men in Engineering Party 1

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 10 P Y *Percentage* 25
2. 10 P X *Percentage* 35
3. 10 P W *Percentage* 25
4. 10 V A *Percentage* 15

October 13, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimates as basis for project agreement covering the Elkton Section, Emergency Construction Project No. E-142-J.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department Hwy.Progress.Douglas.7

ELKTON SECTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 13, 1932.

STATEMENT OF COMPLETED WORK

Type I Roadway:

Agreement Estimate		$ 7,643.00
Overruns		346.84
Engineering & Contingencies		465.21
		$ 8,455.05

Type II Roadway:

Engineer's Final Estimate		$ 62,980.04
Engineering & Contingencies		2,585.11
		$ 65,565.15
	Total Cost, Roadway	$ 74,020.20

First Crossing Bridge:

Agreement Estimate		$ 42,936.00
Overruns		89.44
Engineering & Contingencies		114.22
	Total, Bridge	$ 43,139.66
	Total, All Work	$117,159.86

Total Cost on which Federal Aid was computed:

Type I Roadway		$ 8,407.30
Type II Roadway		65,565.15
	Total, Roadway	$ 73,972.45
First Crossing Bridge		43,139.66
	Total, All Work	$117,112.11

Federal Aid Funds Paid (F. Y. 1931)

Type I Roadway		$ 4,203.65
Type II Roadway		32,702.57
		$ 36,906.22
First Crossing Bridge		21,969.83
	Total	$ 58,876.05

Emergency Advance Funds Paid (F. Y. 1931)

Type I Roadway		$ 4,143.85
Type II Roadway		29,739.10
		$ 33,882.95
First Crossing Bridge		21,516.98
	Total	$ 55,399.93

Length of Roadway		2.895 miles
Length of First Crossing Bridge	404.66 ft.	.077 miles
Total length		2.972 miles

Cost per mile	$ 25,568.29
Federal Aid per mile	12,775.89

EMERGENCY WORK, ROADWAY

2.0	Acres	Clearing & Grubbing	$100.00	$ 200.00
6,000	cu. yds.	Excavation, Single Classif.	0.35	2,100.00
4,800	yd. sta.	Overhaul	0.05	240.00
1,800	yd. mi.	Truck Haul	0.20	360.00
60	lin. ft.	12" Concrete Pipe	1.25	75.00
600	" "	8" Porous Drain Tile	0.45	270.00
120	cu. yds.	Gravel Backfill	0.90	108.00
6,000	" "	Screened Gravel Surfacing	1.00	6,000.00
900	" "	Filler	0.30	270.00
1,400	yd. mi.	Hauling Filler	0.20	280.00
90	M-Gal.	Sprinkling	1.75	157.50
				$ 10,060.50
			10% Engr. & Cont.	1,006.05
			Total...............	$ 11,066.55

Net Length	2.895 miles	
Cost per mile	$ 3,822.64	
Regular Federal Aid Requested		$ 3,319.96 (30%)
Emerg. Constr. Hwy. Funds Requested		7,746.39
		$ 11,066.35

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920.

" " " Maint.: Chap. 41, laws 1927.

#1303
Douglas Co.

142F

October 4, 1932

Lafayette McFate,
431 - 13th Street,
Portland, Oregon.

Dear Sir:

In response to your inquiry of October 3rd we wish to advise that the bond which was furnished by Hargreaves & Lindsay in connection with their contract No. 1303 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County, was written by the Aetna Casualty & Surety Company for whom Bates, Lively & Pearson who have offices in the Yeon Bldg., Portland, are resident agents.

We are unable to inform you regarding an assignment by Thos. A. Keen, a steel erector, as we have no record of the men employed by contractors.

For your further information we wish to advise that the above contract was completed on October 23, 1931 and final payment has been made.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Portland, Oregon,
October 3rd, 1932

RECEIVED
OCT 4 - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon

Gentlemen:

Can you advise me who is holding the bonds for Hargraves & Lindsey on the Elkton Highway Bridge?

Also, can you inform me if any assignment has been made to Thos. A. Keen, steel erector?

Kindly let me have this information as soon as possible.

Yours very truly,

Lafayette McFate.

431-12th St.
Portland, Oregon

FORM 8-A-1 4798 5000 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

1428

OREGON STATE HIGHWAY COMMISSION

SALEM

September 21,1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. A. Collier,
Division Engineer,
Roseburg, Ore.

Dear Sir:

Will you kindly make up an estimate of cost of the construction of the Paradise Creek-Elkton Section with relation to the available bars prior to the finding of the Hillsburn gravel and based on figures in the Homer Johnson bid, in comparison to an estimate based on the Hillsburn bar.

Mr. Johnson is protesting the action of the Commission in rejecting his bid I think it advisable also to submit an analysis showing exactly how you arrived at the estimated cost of the work, showing the gravel pits on the straight line chart and the amount you estimated could be obtained from them.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

NOTED
State Highway Engineer

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R.H. Baldock ✓

August 23, 1932

Mr. W. H. Lynch, District Engineer
U. S. Bureau of Public Roads
New Postoffice Building
Portland, Oregon

Dear Sir:

We are enclosing herewith six copies of estimate, accompanying plans and five bid proposals covering the gravel surfacing on the Elkton Section , emergency construction project No. E-142-F.

Under separate cover we are sending five blueprint copies of sheet No. 2 of the plans which sheet has been revised to show the typical surfacing section.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/GS

Oregon State Highway Department. Project No. E-1A2-F.

ELKTON SECTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate accompanying surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, August 23, 1932.

STATEMENT OF COMPLETED WORK

Type I Roadway:		
Agreement Estimate		$ 7,643.00
Overruns		346.84
Engineering & Contingencies		465.21
		$ 8,455.05
Type II Roadway:		
Engineer's Final Estimate		$ 62,980.04
Engineering & Contingencies		2,585.11
		$ 65,565.15
	Total Cost, Roadway	$ 74,020.20 Ⓐ
First Crossing Bridge:		
Agreement Estimate		$ 42,936.00
Overruns		89.44
Engineering & Contingencies		114.22
	Total, Bridge	$ 43,139.66
	Total, all work	$117,159.86
Total Cost on which Federal Aid was computed:		
Type I Roadway		$ 8,407.30
Type II Roadway		65,565.15
	Total, Roadway	$ 73,972.45

Ⓐ

First Crossing Bridge		$ 43,139.66
	Total, All Work	$117,112.11

Federal Aid Funds Paid (F. Y. 1931)

Type I Roadway		$ 4,203.65
Type II Roadway		32,782.57
		$ 36,986.22
First Crossing Bridge		21,569.83
	Total	$ 58,556.05

Emergency Advance Funds Paid (F. Y. 1931)

Type I Roadway		$ 4,143.85
Type II Roadway		29,739.10
		$ 33,882.95
First Crossing Bridge		21,516.98
	Total	$ 55,399.93

Length of Roadway		2.895 miles
Length of First Crossing Bridge	404.66 ft.	.077 miles
Total length		2.972 miles

Cost per mile	$ 25,568.29
Federal Aid per mile	12,775.89

EMERGENCY WORK ROADWAY

Gravel Surfacing:

2.0	Acres	Clearing and Grubbing	$200.00	$ 400.00
6,000	Cu. Yds.	Excavation, Single Classif.	0.30	1,800.00
4,800	Yd. Sta.	Overhaul	0.04	192.00
1,800	Yd. Mi.	Truck Haul	0.15	270.00
60	Lin. Ft.	12" Concrete Pipe	1.00	60.00
600	Lin. Ft.	8" Porous Drain Tile	0.40	240.00
120	Cu. Yds.	Gravel Backfill	1.10	132.00
6,000	Cu. Yds.	Screened Gravel Surfacing	0.80	4,800.00
900	Cu. Yds.	Filler	0.30	270.00
1,400	Yd. Mi.	Hauling Filler	0.15	210.00
90	M-Gal.	Sprinkling	2.00	180.00
			Sub-total................	$ 8,554.00
			10% Engr. & Cont.......	855.40
			Total....................	$ 9,409.40

Length of Roadway	2.895 miles
Cost per mile	$ 3,250.22
Regular Federal Aid Requested	$ 2,822.82 (30%)
Emergency Construction Funds Requested	6,586.58
	$ 9,409.40

PR 142 F

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

March 9, 1932

RECEIVED
MAR 10 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

According to our records the bridge contractor, Hargraves & Lindsay, on Oregon F.A.P. No. 142-F, did not complete their contract within the time limit. We are holding the final voucher in this office pending receipt of copies of the minutes of the meeting of the Oregon State Highway Commission regarding this matter.

An error has been made in the proration of engineering costs between roadway types 1 and 2. The final costs upon which the proration is based should include the contingency items charged to each type. The corrections result in a reduction of $2.86 in the amount of Federal Aid payable on this project. The voucher will be recommended for payment in the reduced amount of $3,081.75. A copy of the statement showing the corrected prorated engineering is attached.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer

Encl.

Iwm

#1303
Douglas Co

PR1427

January 27, 1932

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed with the Secretary of State on January 26, by McCraken-Ripley Co., against Hargreaves & Lindsay, to whom the State Highway Commission awarded the contract for the construction of the bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County.

The amount of the claim is $187.50 and is for the rental of a hoist.

We are giving you this information as you appear as surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc Hargreaves & Lindsay,
Eugene, Oregon

January 27, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 26th instant, enclosing copies of notice of claim that was filed in your office by McCraken-Ripley Co., against Hargreaves & Lindsay, to whom the State Highway Commission awarded the contract for the construction of the bridge over Elk Creek at Elkton in Douglas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JAN 27 1932
OREGON
STATE HIGHWAY COMMISSION

January 26, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by McCraken-Ripley Company for rental of equipment furnished in the sum of $187.50 against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Insurance Company, surety, for work of constructing a bridge over Elk Creek near Elkton, Oregon, State Highway Contract No. 1303.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

John D. Ripley, President Fred'K.S. Cook, Vice-Pres. and Sec. E. G. King, Treasurer

McCRAKEN - RIPLEY CO.
Established 1888
Jobbers
Building Materials
Quality Service
61-67 Albina Avenue
Portland, Oregon

Jan. 25th, 1932.

Hon. Hal E. Hoss,
Secretary of State,
State of Oregon,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, McCraken-Ripley Co., has a claim for rental of Hoist, in the sum of One Hundred Eighty Seven 50/100 Dollars, ($187.50) against the bond taken from Hargreaves & Lindsay and The Aetna Casualty & Insurance Co., surety on said bond, hoist having been used in construction of Bridge over Elk Creek (#1), near Elkton, Oregon; Bridge No. 1614; contract 1303.

Yours very truly,

MC CRAKEN-RIPLEY CO.

By E. G. KING
Treasurer.

EG K

Registered; return
receipt requested.

Endorsed: File No. 1094
Filed January 26, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by McCraken-Ripley Company for rental of equipment furnished in the sum of $187.50 against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Insurance Company, surety, for the construction of a bridge over Elk Creek near Elkton, Oregon, State Highway contract No. 1303, with the original notice filed in the office of the Secretary of State on January 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of January, A. D. 1932.

Hal E Hoss

Secretary of State

#1303
Douglas Co.

PR 1427

January 28, 1932

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that the completion date of the Hargreaves & Lindsay contract No. 1303 which was for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway, was September 30th, 1931. This contract was not completed until October 23rd, 1931. In order that we may close our file will you kindly forward us your consent to an extension of time to October 23rd on the above contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1303
Douglas Co

PR 1427

December 23, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 21, enclosing three copies of notices of claim, filed by Poole & McGonigle, Inc., against the bond taken from the Aetna Casualty & Surety Company, in connection with State Highway Contract No. 1303, which was awarded to Hargreaves & Lindsay for the construction of the bridge over Elk Creek in Douglas County; said claim being in the sum of $1,904.32 for materials furnished in connection with the above described project.

Copies of the claim are being forwarded today to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 23 1931
OREGON
STATE HIGHWAY COMMISSION

December 21, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. E. L. McDouglas, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Poole & McGonigle, Inc., for materials furnished in the sum of $1,804.32 against the bond taken from Hargreaves & Lindsey, principals, and Aetna Casualty & Surety Company, surety, for the construction of a bridge over Elk Creek at Elkton, State Highway Contract No. 1303.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

HM

Secretary of State.

December 25, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen

We hand you herewith copy of notice of claim filed with the Secretary of State on December 21, 1931, by Poole & McGonigle against the bond furnished by you for Hargreaves & Lindsey in connection with State Highway Contract No. 1303, which is for the construction of the bridge over Elk Creek on the Umpqua Highway in Douglas County.

The amount of the claim is $1,804.32, for construction materials furnished for the above described project.

This information is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Hargreaves & Lindsey
Miner Bldg.
Eugene, Oregon

NOTICE

TO THE STATE OF OREGON and

OREGON STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned Poole & McGonigle, Inc. have a claim for material furnished, to-wit: structural steel and material for assembling the same, the same being furnished Hargreaves & Lindsey of Eugene, Oregon, in the sum of One Thousand Eight Hundred Four and 32/100 DOLLARS ($1,804.32), against the bond taken from the Aetna Casualty & Surety Company wherein Hargreaves & Lindsey are principals, and the Aetna Casualty & Surety Company are surety upon such bond for the work of constructing a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County, Oregon, said contract being known as State Highway Contract No. 1303.

Dated this 18th day of December, 1931.

POOLE & McGONIGLE, INC.

By E. L. McDOUGAL
Vice-President

(SEAL)

Endorsed: File No. 1075
Filed December 21, 1931
HAL E. HOSS,
Secretary of State.

#1303
Douglas Co

PP1427

December 17, 1931

Mr. E. L. McDougal,
Attorney at Law,
American Bank Bldg.,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 16, enclosing notice of claim of Poole & McGonigle against Hargreaves & Lindsay, in the sum of $1,804.52 for materials furnished in connection with the construction of the bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County—State Highway Contract No. 1305.

We are filing this claim in this office, as requested, for our future information. We presume that you have also filed notice of claim with the Secretary of State, as required by law.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 17, 1931

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that has been filed by Mr. E. L. McDougal, attorney of Portland, for Poole & McGonigle, Inc., against Hargreaves & Lindsay.

The amount of the claim is $1,804.32 and is for structural steel and materials furnished in connection with the construction of the bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County, State Highway Contract No. 1305.

We are giving you this information as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Hargreaves & Lindsay
Miner Bldg.,
Eugene, Oregon

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

E. L. McDOUGAL
RANDALL S. JONES
LAWRENCE LISTER

December 16, 1931

Secretary of State and
State Highway Commission
Salem, Oregon

Gentlemen:

Re: Poole & McGonigle, Inc. (Our #16559)

Enclosed herewith please find Notice of claim which please be good enough to file in connection with the work of Hargreaves & Lindsey, contractors.

Yours very truly,

E. L. MC DOUGAL

RECEIVED
DEC 17 1931
STATE [illegible]

ELM:EK
ENCL.

State Highway Contract No. 1303.

DATED this 16th day of December, 1931.

POOLE & McGONIGLE, INC.

By E L McDougal
Vice-President.

NOTICE

TO THE STATE OF OREGON and
OREGON STATE HIGHWAY COMMISSION:

NOTICE is hereby given that the undersigned Poole & McGonigle, Inc. have a claim for material furnished, to-wit: structural steel and material for assembling the same, the same being furnished Hargreaves & Lindsey of Eugene, Oregon, in the sum of One Thousand Eight Hundred Four and 32/100 DOLLARS ($1,804.32), against the bond taken from the Aetna Casualty & Surety Company wherein Hargreaves & Lindsey are principals and the Aetna Casualty & Surety Company are surety upon such bond for the work of constructing a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County, Oregon, said contract being known as State Highway Contract No. 1303.

DATED this 16th day of December, 1931.

POOLE & McGONIGLE, INC.
By ______________________
Vice-President.

#1303
Douglas Co

PR 1427

December 16, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that has been filed with the Secretary of State by Whipple & Harlan against Hargreaves & Lindsay.

The claim is in the amount of $419.48 and is for hauling materials for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County, State Highway Contract No. 1505.

As you wrote the surety bond for the contractors, we are furnishing you with this information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Hargreaves & Lindsay,
Eugene, Ore.

December 16, 1931

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of December 15, enclosing three certified copies of notice of claim filed by Whipple & Harlan against Hargreaves & Lindsay for hauling materials; said claim being in the sum of $419.49, and against State Highway Contract No. 1305, which is for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County.

Copies of the notice are being forwarded to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 15, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received and filed as of this date, a notice of claim by Whipple & Harland for hauling materials in the sum of $419.49 against the bond taken from Hargraves & Lindsey in connection with the construction of a bridge over Elk Creek at Elkton.

We are enclosing for your information and files a certified copy of this notice, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

ills at Drain, Oregon

ards at Drain, Oregon
hone 182

WHIPPLE & HARLAN
Manufacturers
Fir and Cedar Products

Drain, Oregon, December 14, 1931

Mr. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:-

I have been advised by the State Highway Commission to file notice of claim with you, against Hargraves & Lindsey in connection with State Highway contract No. 1303, for hauling material for bridge over Elk Creek at Elkton in Douglas County, in the sum of $419.49

Yours very truly;

E. G. WHIPPLE

Endorsed: File No. 1067
Filed December 15, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Whipple & Harland for hauling material in the sum of $419.49 against the bond taken from Hargraves & Lindsey in connection with the construction of a bridge over Elk Creek at Elkton, Oregon, State Highway Contract No. 1303, with the original notice filed in the office of the Secretary of State on December 15, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of December, A. D. 1931

Hal E Hoss

Secretary of State

#1303
Douglas Co

FR1427

December 14, 1931

Mr. E. L. McDougal,
Attorney at Law,
American Bank Building,
Portland, Oregon.

Dear Sir:

The contract to which you refer in your letter of December 12, is known as State Highway Contract No. 1303, and was awarded by the State Highway Commission to Hargreaves & Lindsay of Eugene for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County.

The bond in connection with the above described project was written by Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are resident agents with offices in the Yeon Building, Portland.

According to our records, the contract was completed on October 23, 1931, and this date is also considered as the date of acceptance on the part of the State Highway Commission.

We believe that this is all of the data that you will need in filing your clients' claim; if futher information is required, we shall be pleased to furnish it upon request.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

LAW OFFICES OF
E. L. McDOUGAL
1401-1437 AMERICAN BANK BUILDING
PORTLAND, OREGON

OUGAL
DALL S. JONES
LAWRENCE LISTER

December 12, 1931

Secretary of State
State Highway Commission
Salem, Oregon

Dear Sir:

Re: Poole & McGonigle, Inc. (our #16559)
Hargreaves & Lindsey.

I am writing you on behalf of Poole & McGonigle, Inc., who are my clients, and who have furnished material to Hargreaves & Lindsey of Eugene, Oregon, consisting of structural steel furnished in the construction of a bridge over Elk Creek near Elkton, Oregon.

Will you please be good enough to furnish us with the name of the bonding company and other data so that we may file formal claim in connection with this matter. Thanking you, I am

Yours very truly,

E.L. Mc Dougal

E. L. MC DOUGAL

ELM:EK

#1303
Douglas Co

PR1427

December 10, 1931

Mr. C. A. Catching,
P. O. Box 143,
Roseburg, Oregon.

Dear Sir:

We are in receipt of your letter of December 7, in which you state that you have a claim, in the sum of $532.00, against Hargreaves & Lindsay in connection with the contract awarded to them by the State Highway Commission for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County (State Highway Contract No. 1303).

The surety bond that the contractors furnished in connection with the above described contract was written by Aetna Casualty & Surety Company, for whom Bates, Lively & Pearson are local agents, with offices in the Yeon Bldg., Portland, Oregon. This bond is offered to you for the protection of your claim.

We would suggest that you file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which law is enclosed for your information. This notice, to be in effect, must be filed prior to the expiration of six months from the date of completion of the project. This contract was completed on October 27, 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 10, 1931

Aetna Casualty & Surety Co.,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We are informed by Mr. C. A. Catching of Roseburg, that he has a claim against Hargreaves & Lindsay, in the sum of $532.00 for sand and gravel furnished them in connection with State Highway Contract No. 1503, which is for the construction of a bridge over Elk Creek at Elkton on the Umpqua Highway in Douglas County.

We are transmitting this information to you as you furnished the surety bond in connection with the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Hargreaves & Lindsay
Eugene, Oregon

C. A. CATCHING
GENERAL CONTRACTOR
P. O. BOX 143
ROSEBURG, ORE.

Dec. 7- 31

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I have been informed by Hargreaves & Lindsay that it would be necessary for me to present my claim of $532.00 to the State. Bal. due for Sand and Gravel furnished by me to Elk Creek Bridge, known as the Ist Crossing.

An early action on this Claim will be greatly appreciated, as it is long past due.

Very truly yours

C. A. Catching

NOTED DEC 14 31
CARL F. SMITH

#1303
Douglas

December 7, 1931

PR 1427

Mr. E. G. Whipple,
Drain,
Oregon.

Dear Sir:

We are today in receipt of your notice of claim against Hargreaves & Lindsay, in the sum of $419.49 for trucking materials in connection with State Highway Contract No. 1303, which was awarded to Hargreaves & Lindsay for the construction of a bridge over Elk Creek at Elkton in Douglas County.

This notice is being placed on file. In accordance with our usual practice, we are notifying the contractor and the surety relative to your claim.

We presume that you have also filed notice of claim with the Secretary of State; if not, we would advise that you do so at an early date.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Note: Advised Auditing Department not to make further payments on Contract No. 1303, in accordance with Mr. Devers' advice; also notified J. McFarland.

December 7, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of notice of claim received from E. G. Whipple against Hargreaves & Lindsay, in the sum of $419.49 for trucking materials in connection with State Highway Contract No. 1305 which is for the construction of a bridge over Elk Creek at Elkton in Douglas County.

This information is given you as you furnished the bond for the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Hargreaves & Lindsay,
Eugene,
Oregon

Drain, Oregon.
Decem[illegible]2, 1931

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE OF THE STATE OF OREGON:

NOTICE IS HEREBY GIVENthat the undersigned claimant, E. G. Whipple, has a claim for trucking materials for erection of a bridge near Elkton, Oregon for William Hargreaves and Fred H. Lindsay, co-partners doing business as Hargreaves and Lindsay, Eugene, Oregon.

The above claim is in the amount of $419.49 (Four Hundred Nineteen and 49/100 dollars) against the bond taken from the above Hargreaves and Lindsay, a partnership as principle and the Aetna Casualty and Surety Company a corporation of Hartford, Connecticut as surety for the work of constructing a bridge known as Number 1614 project 142 F contract 1303, Umpqua Highway in Douglas County, Oregon.

Dated this second day of December, 1931

E G Whipple

Subscribed and sworn to be fore me a Notary Public for the State of Oregon , this 3rd day of Dec. 1931

Clarence Leonard
My commission expires July 21 1933

Eugene, Oregon

Drain, Oregon.
December [illegible], 1931

TO THE STATE OF OREGON AND TO THE SECRETARY OF STATE OF THE STATE OF OREGON;

NOTICE IS HEREBY GIVEN that the undersigned claimant, E. G. Whipple, has a claim for trucking materials for erection of a bridge near Elkton, Oregon for William Hargreaves and Fred H. Lindsay, co-partners doing business as Hargreaves and Lindsay, Eugene, Oregon.

The above claim is in the amount of $419.49 (Four Hundred Nineteen and 49/100 dollars) against the bond taken from the above Hargreaves and Lindsay, a partnership as principle and the Aetna Casualty and Surety Company a corporation of Hartford, Connecticut as surety for the work of constructing a bridge known as Number 1614 project 142 F contract 1203, Umpqua Highway in Douglas County, Oregon.

Dated this second day of December, 1931

E G Whipple

Subscribed and sworn to before me a Notary Public for the State of Oregon. this 3rd day of Dec. 1931

Clarence Leonard
My commission expires July 21st 1933

[illegible] Bldg.
Eugene, Oregon

#1303

PR 1427

December 1, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim of Mercer Steel Company, Inc., which has been filed in the office of the Secretary of State against Hargreaves & Lindsey for materials furnished in the sum of $6,150.18 in connection with State Highway Contract No. 1805 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County.

This information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Hargreaves & Lindsey
Miner Bldg.
Eugene, Oregon

December 1, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 30, in which you advise us that you have received and filed a notice of claim of Mercer Steel Company, Inc., against Hargreaves & Lindsay, for materials furnished in the sum of $6,156.19 in connection with State Highway Contract No. 1303, which is for the construction of a bridge over Elk Creek at Elkton, Oregon.

A copy of the certified notices of claim, which you sent us, is being forwarded to the surety, as well as to the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November 30, 1931

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Mercer Steel Company, Inc. for materials furnished in the sum of $6156.19, together with interest thereon at 8% per annum, against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Surety Company, surety, for work on bridge No. 1614, State Highway Contract No. 1303.

We are enclosing for your information and files, a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

MERCER STEEL COMPANY, Inc.
Reinforcing Steel and Specialties
194 North Thirteenth Street
Portland, Ore.

November 27, 1931.

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Mercer Steel Company, Inc., an Oregon corporation, has a claim for reinforcing steel furnished in the sum of $6,156.19, also interest at 8% per annum on past due accounts as follows:

$601.79 from June 28, 1931, until date of final settlement,
414.80 " July 30, 1931, " " " " "
1814.28 " August 6, 1931, " " " " "
2973.80 " August 6, 1931, " " " " "
254.75 " August 6, 1931, " " " " "
71.50 " August 14,1931, " " " " "
25.29 " September 26, 1931, until date of final settlement,
$6156.19 Total, plus interest as shown above – against the

bond taken from Hargreaves & Lindsay, as principal, and Aetna Casualty & Surety Company, as surety, for the work of constructing bridge #1614, Project 142F, Contract #1303, Umpqua Highway in Douglas County, Oregon, being otherwise known as the first crossing over Elk Creek near Elkton, Oregon.

Very truly yours,

MERCER STEEL COMPANY, Inc.,

HDM:M

By: H. D. MERCER, Secty.

Endorsed: File No. 1052
Filed November 30, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by Mercer Steel Company, Inc. for materials furnished in the sum of $6,156.19, together with interest thereon at 8% per annum, against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Surety Company, surety, for work on bridge No. 1614, State Highway Contract No. 1303, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

#1303

PR 1427

December 1, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim of Oregon Portland Cement Company, which has been filed in the office of the Secretary of State, against Hargreaves & Lindsay for materials furnished in the sum of $5,951.22 in connection with State Highway Contract No. 1303 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County.

This information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

CC Hargreaves & Lindsay,
Miner Bldg.,
Eugene, Oregon

December 1, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 30, in which you inform us that you have received and filed as of yesterday, a notice of claim of Oregon Portland Cement Company against Hargreaves & Lindsay, in the sum of $3,951.22, for materials furnished them in connection with State Highway Contract No. 1303 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County.

We thank you for the copies of notice, attached to your letter. Copies of said notice of claim are being forwarded to the contractors and their surety.

In accordance with William C. Palmer's request, we are today sending him a certified copy of State Highway Contract No. 1303.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

December 1, 1931

Mr. William C. Palmer,
Attorney at Law,
Yeon Building,
Portland, Oregon.

Dear Sir:

Your request of November 28th, for a certified copy of contract and bond has been forwarded to us by the Secretary of State.

Attached you will find certified copy of State Highway Contract No. 1305, which was awarded by the State Highway Commission to Hargreaves & Lindsay for the construction of a bridge over Elkton Creek at Elkton on the Umpqua Highway in Douglas County.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November 30, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from William C. Palmer, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Oregon Portland Cement Company for materials furnished in the sum of $3,951.22 against the bond taken from Hargreave & Lindsay, principal, and Aetna Casualty & Surety Company, surety, for work on the Elk Creek Construction job at Elkton, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

P. S.--We are also enclosing a copy of the letter from William C. Palmer, Attorney, Portland, Oregon, requesting a certified copy of the bond and contract covering the above construction work.

COPY

WILLIAM C. PALMER
Lawyer
Yeon Building
Portland, Oregon
November 28, 1931.

Hon. Hal Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

I am handing you herewith formal notice of claim of Oregon Portland Cement Company against Hargreaves & Lindsay and the Aetna Casualty & Surety Company for materials furnished Hargreaves & Lindsay which went into the State Highway work known as the Elk Creek construction work at Elkton, Oregon. This claim is for the balance of money due in the sum of $3,951.22.

Will you please forward to me at your earliest convenience a certified copy of the Bond and Contract so that I may take the necessary steps to make collection?

Yours truly,

WILLIAM C. PALMER

WCP:LE
ENCL

COPY

Portland, Oregon,
November 28, 1931.

TO: The Secretary of State, State of Oregon, Salem, Oregon:

Notice is hereby given that the undersigned, Oregon Portland Cement Company, a corporation, has a claim for cement furnished in the total sum of $5,040.82 of which $1,089.60 has been paid, leaving a balance of $3,951.22 against the bond taken from Hargreave & Lindsay and the Aetna Casualty & Surety Company as surety upon such bond, for the work of the Elk Creek Construction job at Elkton, Oregon, for the Oregon State Highway Commission.

Dated this 28th day of November, 1931.

OREGON PORTLAND CEMENT COMPANY:

BY WILLIAM C. PALMER
Its Attorney.

Endorsed: File No. 1049
Filed November 30, 1931
HAL E. HOSS,
Secretary of State.

#1503

PR 1427

December 1, 1931

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of November 30, in which you advise us that you have received and filed a notice of claim of J. F. Rhyner against Hargreaves & Lindsay for labor and materials furnished in the sum of $539.60 in connection with State Highway Contract No. 1503, which is for the construction of a bridge over Elk Creek at Elkton, Oregon.

We also acknowledge receipt of copies of notice, which were attached to your letter. A copy is being forwarded today to the surety for its information, and also to the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC

December 1, 1931

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim of J. F. Rhyner, which has been filed in the office of the Secretary of State, against Hargreaves & Lindsay for materials and labor furnished in the sum of $539.60 in connection with State Highway Contract No. 1505 for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County.

This information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC Hargreaves & Lindsay
Miner Bldg.,
Eugene, Oregon

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 1 1931
OREGON
STATE HIGHWAY COMMISSION

November 30, 1931

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from William C. Palmer, Attorney, Portland, Oregon, and filed as of this date,a notice of claim by J. F. Rhyner for labor and materials furnished in the sum of $539.60 against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Surety Company, surety, for work of constructing a bridge over Elk Creek at Elkton, Oregon.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Portland, Oregon,

November 28, 1931.

TO: The Secretary of State, Salem, Oregon:

Notice is hereby given that the undersigned, J. F. Rhyner, has a claim for labor, materials, (sub-contract) furnished in the total sum of $740.00 of which $200.40 has been paid leaving a balance of $539.60 against the bond taken from Hargreaves & Lindsay, as principal, and the Aetna Casualty & Surety Company, as surety, upon such bond for the work of constructing a bridge over Elk Creek at Elkton, Oregon; said work being done by the Oregon State Highway Commission.

Dated this 28th day of November, 1931.

J. F. RHYNER:

By WILLIAM C. PALMER
His Attorney.

Endorsed: File No. 1050
Filed November 30, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by J. F. Rhyner for labor and materials furnished in the sum of $539.60 against the bond taken from Hargreaves & Lindsay, principal, and Aetna Casualty & Surety Company, surety, for work of constructing a bridge over Elk Creek at Elkton, Oregon, with the original notice filed in the office of the Secretary of State on November 30, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of November, A. D. 1931.

Hal E Hoss

Secretary of State

#1303
Douglas Co

PR 1427

November 30, 1931

Mercer Steel Company,
194 North 15th Street,
Portland, Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 27th instant, in which you advise us of your claim in the sum of $6,156.19 against Hargreaves & Lindsay for reinforcing steel furnished this contractor for use in connection with its contract with the State Highway Commission for the construction of a bridge over Elk Creek at Elkton, Oregon.

In accordance with the provisions of Chapter 280 of the Oregon Laws for 1931, official notice of your claim should be filed with the Secretary of State prior to the expiration of six months from the date of completion of the contract. A mimeographed copy of this law is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

November 30, 1951

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of letter received from Mercer Steel Company, Inc., regarding their claim against Hargreaves & Lindsay, to whom the State Highway Commission awarded the contract for the construction of the bridge over Elk Creek at Elkton in Douglas County, being State Highway Contract No. 1503. The claim is in the amount of $8,156.19 and is for reinforcing steel which was used in the construction of the bridge.

This information is furnished you as you are the surety on the contractors' bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

CC Hargreaves & Lindsay,
Eugene, Oregon

PHONE BROADWAY 8088

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
194 NORTH THIRTEENTH STREET
PORTLAND, ORE.

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

November 27, 1931.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, Mercer Steel Company, Inc., an Oregon corporation, has a claim for reinforcing steel furnished in the sum of $6,156.19, also interest at 8% per annum on past due accounts as follows:

$601.79	from	June 28,1931,	until date of final settlement,
414.80	"	July 30,1931,	" " " " "
1814.28	"	August 6,1931,	" " " " "
2973.80	"	August 6,1931,	" " " " "
254.73	"	August 6,1931,	" " " " "
71.50	"	August 14,1931,	" " " " "
25.29	"	September 26, 1931,	until date of final settlement,
$6156.19	Total, plus interest as shown above - against the		

bond taken from Hargreaves & Lindsay, as principal, and Aetna Casualty & Surety Company, as surety, for the work of constructing bridge #1614, Projest 142F, Contract #1303, Umpqua Highway in Douglas County, Oregon, being otherwise known as the first crossing over Elk Creek near Elkton, Oregon.

Very truly yours,

MERCER STEEL COMPANY, Inc.,
By: H D Mercer Secty.

HDM:M

ANSWERED
13

#1303
Douglas Co

PR1427

November 13, 1931

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Fred C. Reed.

Gentlemen:

Receipt is acknowledged of your letter of November 12th concerning the Hargreaves & Lindsay contract No. 1303 for the construction of a bridge over Elk Creek on the Umpqua Highway at Elkton.

Please be advised that this contract was completed on October 23rd, 1931. It is expected that final payment, which is in amount $2,713.35, will be made within the next few days. The total amount paid the contractors, including the final payment will be $42,159.71.

Will you kindly advise if it is satisfactory to you for the final payment to be made at this time.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1303
Douglas Co

BATES, LIVELY & PEARSON
GENERAL AGENTS
AND INSURANCE BROKERS
YEON BUILDING
PORTLAND, OREGON

November 12, 1931

Oregon State Highway Commission,
Salem, Oregon

In Re: Contract #1303, Bridge over Elk Creek
on Umpqua Highway at Elkton
Contractor: Hargreaves & Lindsay

Gentlemen:

Under date of September 12th you advised us that this contract was practically complete and that final payment would be made within thirty days.

Please advise us if this contract has now been completed and final payment made, also advise us the total amount paid these contractors on this contract.

Thanking you in advance for this information at your early convenience, we remain,

Very truly yours,

BATES, LIVELY & PEARSON

By Fred Reed.

BVS

Oct, 23, 1931
Total will be $42,159.71
Final - $2,713.35

#1301
Douglas Co

PR 1427

November 5, 1931

Metropolitan Casualty Insurance Company of New York,
C. A. Mansfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1301 for the construction of the Elkton Section of the Umpqua Highway in Douglas County, consisting of 2.97 miles of grading, has been completed by the contractor, Earl L. McNutt, and that final settlement will be made by the State with said contractor for work done under said contract on or after November 14, 1931.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $71,601.63 including the final payment. Of this amount $56.84 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1301

PR1427

October 28, 1931

Mr. Earl L. McNutt,
851½ Broadway,
Eugene, Oregon.

Dear Sir:

Please be advised that the time limit on your contract No. 1301 - Elkton Section of the Umpqua Highway expired on October 1st, 1931. Since the work on this contract was not completed by you until October 10th will you kindly forward us your application for an extension of time to this date and also secure the written consent of your surety on the bond to accompany your application so that our records will be complete.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

Form 30—F-20128—5M—1-31

OREG STATE HIGHWAY DEPARTMENT

PK1427

FIELD ENGINEER'S WEEKLY REPORT

Date October, 17th. 1931, 193

Job name Elkton

Week from Oct. 11th. to 17th.

Mail address Elkton, Oregon.

Highway Umpqua

Telegraph or telephone address Elkton, Oregon.

County Douglas Job prefix 10 P U

Express and freight address Elkton, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Completed final estimate on this section an sent same to Mr. E. A. Collier at Salem by express thursday.

County baracades old bridge across Elk Creek Friday. Did not put up any signs other than " Bridge closed".

(See back of this sheet for instructions and detailed information)

Signed G. E. Roberts

Title Res. Engr.

#1303

GRADING CONSTRUCTION

Total miles of grading in project .97

Miles completed 2.97

Miles completed except finishing 0.00

Total cubic yards in project 123,760

Cubic yards moved to date 123,760

Miles covered by contractor's forces 2.97

Miles cross-sectioned 2.97

Miles cross-sections completed and checked 2.97

Miles to be remeasured 0.00

Number men in Engineering Party 3

Contractor's average force for week XXXXX men,

XXXXXX teams, XXXXXXXXXX steam shovels

Grading WAS ~~was-will~~ be completed about XX Oct. 10th. 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF T

List all jobs upon which you have w[illegible] this week with percentage of this week's time on each.

1. This job 10 P U Percentage 18
2. 10 P T Percentage 28
3. 10 T D Percentage 54
4. Percentage

#1303
Douglas Co
pp1427

Sept. 12, 1931

Bates, Lively & Pearson,
Yeon Building,
Portland, Oregon.

Attention: Fred C. Read.

Gentlemen:

Receipt is acknowledged of your letter of Sept. 11th concerning the Hargreaves & Lindsay contract No. 1303 for the construction of a bridge over Elk Creek on the Umpqua Highway at Elkton.

Please be advised that this contract is practically complete. The total amount paid the contractors to date is $31,348.35 and the retained percentage is $3,220.35. Final payment will be made within the next 30 days.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

BATES, LIVELY & PEARSON
GENERAL AGENTS
AND INSURANCE BROKERS
YEON BUILDING
PORTLAND, OREGON

September 11, 1931

Oregon State Highway Commission,
Salem, Oregon

SB-446048

In Re: Contract No. 1303, Bridge No. 1614,
Bridge over Elk Creek, near Elkton,
Umpqua Highway, Douglas County, Oregon
Contractor: Hargreaves & Lindsay

Gentlemen:

Please advise us if the above captioned contract has been completed and, if so, advise us the total amount paid these contractors on this job.

Very truly yours,

BATES, LIVELY & PEARSON

By Fred C. Reed

BVS

Pd. to Aug. 11 - $ 31,348.35
Retained $ 3,220.35
Total ~~Pd.~~ Earned $ 34,568.55

RECEIVED
SEP 12 1931

X c c/o [illegible] chart

#1301
Dougl. Co.

PR 1427

September 9, 1931

Mr. Earl L. McNutt,
381½ Broadway,
Eugene, Oregon.

Dear Sir:

Please be advised that the time limit on your contract No. 1301 - Elkton Section of the Umpqua Highway in Douglas County expired on August 31, 1931.

Kindly make application for an extension of time to at least October 1st, 1931 on this contract. Your application must be accompanied by the written consent of your surety on the bond furnished in connection with the contract.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PB 427

August 26, 1931.

Mr. Glenn Roberts,
Resident Highway Engineer,
Elkton, Oregon.

Dear Sir:

Reference is made to the monthly estimates on the grading of the Elkton Section, Emergency Federal Aid Project No. 142-F. We have been advised by the Bureau of Public Roads that two types of roadway construction are involved on this project for the reason that one portion is to be graded only, and the remainder is to be graded and surfaced. Accordingly, it will be necessary to show on the estimates the work done between Stations 1025 and 1060 separately from other work on the project. Likewise, it would be a convenience to this office if sub-totals are shown for the quantities occurring on each type of roadway.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

cc E. A. Collier, Office.

PR 1427

August 25, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of substitute estimate for vouchering for the Elkton Section, Emergency Project No. 142-F. This estimate has been prepared in accord with your instructions that two types of roadway are involved under the project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/MR.

encl.

Oregon State Highway Department Emergency Project No. 142-F

ELKTON SECTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Substitute estimate for vouchering. Based on low bid prices)

Salem, Oregon, Aug. 25, 1931.

Type I Roadway, Sta. 1025+00 to Sta. 1060+00

All Required	Clearing and Grubbing		
9,000 cu. yds.	Common Excavation	$ .30	$ 1,617.00
4,000 cu. yds.	Solid Rock Excavation	.55	2,700.00
12,000 yd. sta.	Overhaul	.02	2,200.00
10 cu. yds.	Rock or Gravel Backfill for Drains	1.00	240.00
60 lin. ft.	6" Porous Drain Tile	.30	10.00
400 lin. ft.	12" Concrete Pipe	1.05	18.00
90 lin. ft.	18" Concrete Pipe	2.20	420.00
80 lin. ft.	24" Concrete Pipe	3.00	198.00
			240.00
	Sub-total- - - - - - -		$7,643.00
	10% Engr. & Cont.- - -		764.30
	Total- - - - - - - - -		$8,407.30

Length Type I Roadway .852

Cost per mile $9,867.72

Type II Roadway, Sta. 1060+00 to Sta. 1123+00

All Required	Clearing and Grubbing	$	$ 3,843.00
81,000 cu. yds.	Common Excavation	.30	24,300.00
36,000 cu. yds.	Solid Rock Excavation	.55	19,800.00
164,000 yd. sta.	Overhaul	.02	3,280.00
6,400 yd. mi.	Truck Haul	.30	1,920.00
80 cu. yds.	Class "A" Concrete	25.00	2,000.00
13,000 lbs.	Metal Reinforcement	.08	1,040.00
450 cu. yds.	Rock or Gravel Backfill	1.00	450.00
2,140 lin. ft.	6" Porous Drain Tile	.30	642.00
400 lin. ft.	12" Concrete Pipe	1.05	420.00
330 lin. ft.	18" Concrete Pipe	2.20	726.00
60 lin. ft.	30" Concrete Pipe	5.00	300.00
6,000 cu. yds.	Temporary Surfacing	1.45	8,700.00
	Sub-total- - - - - - -		$67,421.00
	10% Engr. & Cont.- - -		6,742.10
	Total- - - - - - - - -		$74,163.10

Length, Type II Roadway- -	2.043 miles
Length, Elk Creek Bridge - 404.36 ft. - - - - - - - - - - - - -	.077 "
Total length -	2.120 "

Cost per mile - - - - - - - $ 36,301.07

FIRST CROSSING, ELK CREEK BRIDGE

580 cu. yds.	Excavation	$ 2.50	$ 1,450.00
60 cu. yds.	Excavation below plans	3.00	180.00
180 cu. yds.	Class "B" Concrete	16.50	2,970.00
580 cu. yds.	Class "A" Concrete	17.00	9,860.00
342 cu. yds.	Class "D" Concrete	18.00	6,156.00
168,000 lbs.	Metal Reinforcement	.05	8,400.00
178,000 lbs.	Structural Steel	.06	10,680.00
810 lin. ft.	Concrete Handrail	4.00	3,240.00
		Sub-total- - - - - -	$ 42,936.00
		10% Engr. & Cont.	$ 4,293.60
		Total- - - - - - - - -	$ 47,229.60

Estimated percentage of work to be completed Sept. 1, 1931.

Roadway - 100%
Bridge - 80%

SUMMARY

Item	Total Cost	Federal Aid		Emergency Advance Funds	State Funds
Type I, Roadway	$ 8,407.30	$ 4,203.65	(50%)	$ 4,203.65	$ - -
Type II, Roadway	74,163.10	37,081.55	(50%)	37,081.55	- -
	$ 82,570.40	$41,285.20		$41,285.20	$ - -
Bridge					
Adv. Fund Portion- - - - -	$ 42,506.64	$21,253.32	(50%)	$21,253.32	$ - -
Post Road Portion- - - - -	4,722.96	2,939.09	(62.25%)	- -	1,783.87
	$ 47,229.60	$24,192.41		$21,253.32	$1,783.87
Totals (All work)	$129,800.00	$65,477.61		$62,538.52	$1,783.87

State funds for construction: Chapter 175, Laws 1917: Chapter 31, Laws 1920.
State funds for maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

PR142⁷

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

August 3, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

With reference to Oregon Emergency Federal Aid Project 142-F, the Elkton section of the Umpqua highway.

It is noted that on this project pit run gravel has been specified between Stations 1060 and 1183 while between Stations 1025 and 1060 the gravel has been omitted.

As this involves two types of construction, it is requested that a revised estimate be submitted to be substituted for the agreement estimate showing separately the items and cost of surfaced and unsurfaced road.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

FORM 8-S-1 F-20048 500 1-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF E. A. COLLIER, DIVISION ENGINEER
SALEM

PR 1427

NOTED
State Highway Engineer

July 28, 1931

Mr. Earl L. McNutt
351½ E. Broadway
Eugene, Oregon

File 10 PU

Dear Sir:

The engineer's weekly report of July 25 on the Elkton Section shows that you have completed approximately 46% of the work in 69% of the time, and that you are about 25,000 yards behind schedule to complete on time.

As you know, the emergency federal aid available on this project will end on September 1, 1931. The financing of this job has been set up on the basis of securing this emergency federal aid for 100% of the job. It is, therefore, extremely important that this project be pushed during the next month so that it will be completed on or before September 1, 1931. It is the Commission's policy to rigidly enforce the penalty of $100.00 per day in the event the project is not completed by September 1. The collection of this penalty, however, will not begin to compensate the state for its loss.

It appears probable that the fills to be made adjacent to the Elkton bridge can not be placed by September 1, and for such parts of the fills as can not be placed, you will be allowed additional time. However, we request you at this time to make such plans and put on such additional equipment as may be necessary to complete all other parts of the project before September 1. You have always been able to get a big output when necessary, so we are figuring that you will have this job finished ahead of time.

Very truly yours

E. A. Collier
Division Engineer

EAC:EF
cc R.A.Klein ✓
cc G.E.Roberts

#1308

PR1427

June 24, 1931

Hargreaves & Lindsay
341 Miner Building
Eugene, Oregon

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the construction of a bridge over Elk Creek on the Umpqua Highway in Douglas County.

Very truly yours

STATE HIGHWAY COMMISSION

By
Secretary

PW
Inc.

#1301
Douglas Co

PR - 142-3

June 11, 1931

Union Oil Company,
Portland, Oregon.

Attention: Credit Dept.

Gentlemen:

Receipt is acknowledged of your letter of June 10th with reference to the Earl L. McNutt contract which you state is for surfacing on the Drain-Reedsport Highway.

Please be advised that we have no knowledge of Mr. McNutt having a surfacing contract on this highway. However, he does have a grading contract, which is our No. 1301 and is known as the Elkton Section of the Umpqua Highway in Douglas County. The contract consists of 2.97 miles of grading. Amount of the contract is $75,064.00. Bond was furnished by The Metropolitan Casualty Insurance Co. of New York for whom C. A. Mansfield, Portland, Oregon, is resident agent. Amount of the bond is $50,000.00. Completion date of this contract is August 31, 1931.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR1427

June 8, 1931

Earl L. McNutt,
351½ E. Broadway,
Eugene, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract awarded to you by the State Highway Commission for the grading of the Elkton Section on the Umpqua Highway in Douglas County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

May 29, 1931.

P.R. 142-F

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Elkton Section, Emergency Project No. 142-F.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.
By

S. H. Probert,
Office Engineer.

Dict. by J. H. Nash/JC

Encl.

Oregon State Highway Department   Emergency Project No. 142-F

ELKTON SECTION OF THE
UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, May 26, 1931.

Grading

All Required	Clearing and Grubbing		$	5,500.00
90,000 cu. yds.	Common Excavation	$ 0.30		27,000.00
40,000 cu. yds.	Solid Rock Excavation	0.55		22,000.00
175,000 yd. stas.	Overhaul	0.02		3,500.00
6,400 yd. mis.	Truck Haul	0.30		1,920.00
80 cu. yds.	Class "A" Concrete	25.00		2,000.00
13,000 lbs.	Metal Reinforcement	0.08		1,040.00
440 cu. yds.	Rock or Gravel Backfill for Drains	1.00		440.00
2,200 lin. ft.	6" Porous Drain Tile	0.30		660.00
800 lin. ft.	12" Concrete Pipe	1.05		840.00
420 lin. ft.	18" Concrete Pipe	2.20		924.00
80 lin. ft.	24" Concrete Pipe	3.00		240.00
60 lin. ft.	30" Concrete Pipe	5.00		300.00
6,000 cu. yds.	Temporary Surfacing	1.45		8,700.00
		Sub-total	$	75,064.00
		10% Engr. & Cont.		7,506.40
		Total	$	82,570.40

FIRST CROSSING, ELK CREEK BRIDGE

580 cu. yds.	Excavation	$ 2.50	$	1,450.00
60 cu. yds.	Excavation below plans	3.00		180.00
180 cu. yds.	Class "B" Concrete	16.50		2,970.00
580 cu. yds.	Class "A" Concrete	17.00		9,860.00
342 cu. yds.	Class "D" Concrete	18.00		6,156.00
168,000 lbs.	Metal Reinforcement	0.05		8,400.00
178,000 lbs.	Structural Steel	0.06		10,680.00
810 lin. ft.	Concrete Handrail	4.00		3,240.00
		Sub-total	$	42,936.00
		10% Engr. & Cont.		4,293.60
		Total	$	47,229.60

Length of project, including bridge	2.972 miles
Length of Elk Creek Bridge 404.66 ft.	.077 "
Length of project, excluding bridge	2.895 "

Cost per mile, roadway $27,830.88

Estimated percentage of work to be completed on Sept. 1, 1931:

Roadway 100%

Bridge 90%

SUMMARY

Item	Total Cost	Federal Aid	Emergency Advance Funds	State Funds
Roadway	$82,570.40	$41,285.20 (50%)	$41,285.20	$ - -
Bridge Adv. Fund Portion	42,506.64	21,253.32 (50%)	21,253.32	
Post Road Portion	4,722.96	2,939.09 (62.23%)	- -	1,783.87
	$129,800.00	$65,477.61	$62,538.52	$ 1,783.87

State funds for construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for maintenance: Chapter 4, Laws 1927.

Form 30—F-20138—5M—1-31

gR1427

O GON STATE HIGHWAY DEPART T

FIELD ENGINEER'S WEEKLY REPORT

Date May 16th., 1931, 193

Job name Elkton Hill Section

Week from May 10th., to 16th.

Mail address Elkton, Oregon.

Highway Umpqua

Telegraph or telephone address Elkton, Oregon.

County Douglas

Job prefix 10PU ?

Express and freight address Drain, Oregon.

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

McNutt gets on job thursday evening, makes arrangements to start work on the box culvert the next day. Getting material on the job Friday and does a little clearing. Gets culvert pipe on the job Saturday and lines the clearing men out to start work in earnest monday morning.

Mr. E. A. Collier on job Friday, said to put in two 6 by 6 box culverts at the Hancock place and eliminate the channel change through the point at station 1170 and put one on the left side of the road near station 1167.

Party referenced a few points this week.

Bids opened Thursday High ball operator

1931

NOTED
E. A. COL

(See back of this sheet for instructions and detailed information)

Signed G. E. Roberts.

Title Res. Engr.

GRADING CONSTRUCTION

Total miles of grading in project 2.[illegible]

Miles completed 0.00

Miles completed except finishing 0.00

Total cubic yards in project 130,000

Cubic yards moved to date 0.0

Miles covered by contractor's forces 0.10

Miles cross-sectioned 0.00

Miles cross-sections completed and checked 0.00

Miles to be remeasured XXXXX

Number men in Engineering Party 3

Contractor's average force for week 2 *men,*

XXXX *teams,* XXXXX *steam shovels*

Grading work will be completed about Aug. 31st. 1931

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* ? *Percentage* 20
2. 10 P M-2 *Percentage* 40
3. 10 P T *Percentage* 40
4. .... *Percentage*

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

No 142 F PR 142 F

May 15, 1931

Mr. Roy A. Klein,
State Highway Engineer
Salem, Ore.

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project No. 146 Section F, the bids for which were opened May 14, 1931.

This is to confirm our verbal prior concurrence in the award of the contract on this project to Earl L. McNutt, Eugene, Oregon who submitted the low bid of $75,064.00.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

RECEIVED
MAY 18 1931
OREGON
STATE HIGHWAY COMMISSION

P3142-F

May 8, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of Estimate accompanying plans and five bid proposals covering the Elkton Section, Emergency Project No. 142-F.

Five sets of blueprint plans and one sheet original cross-sections for the proposed grading on this project, are being sent to you under separate cover.

The plans and bid proposals for the First Crossing Elk Creek Bridge, which is on this project and on which bids are being requested at the May 14th letting, have been previously sent to you by our Bridge Department.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/WC

Encl.

Oregon State Highway Department Emergency Project No. 142-F

ELKTON SECTION OF THE

UMPQUA HIGHWAY IN DOUGLAS COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, May 7, 1921.

All Required	Clearing and Grubbing		$ 3,000.00
90,000 cu. yds.	Common Excavation	$ 0.30	27,000.00
40,000 cu. yds.	Solid Rock Excavation	0.80	32,000.00
175,000 yd. stas.	Overhaul	0.02	3,500.00
6,400 yd. mis.	Truck Haul	0.20	1,280.00
80 cu. yds.	Class "A" Concrete	25.00	2,000.00
13,000 lbs.	Metal Reinforcement	0.06	780.00
440 cu. yds.	Rock or Gravel Backfill for Drains	1.00	440.00
2,200 lin. ft.	6" Porous Drain Tile	.40	880.00
800 lin. ft.	12" Concrete Pipe	1.30	1,040.00
420 lin. ft.	18" Concrete Pipe	2.40	1,008.00
80 lin. ft.	24" Concrete Pipe	3.50	280.00
60 lin. ft.	30" Concrete Pipe	5.00	300.00
6,000 cu. yds.	Temporary Surfacing	1.20	7,200.00
		Sub-total	$ 80,708.00
		10% Engr. & Cont.	8,070.80
		Total................	$ 88,778.80

First Crossing, Elk Creek Bridge

580 cu. yds.	Excavation	$ 3.00	$ 1,740.00
60 cu. yds.	Excavation below plans	5.00	300.00
180 cu. yds.	Class "B" Concrete	22.00	3,960.00
580 cu. yds.	Class "A" Concrete	23.00	13,340.00
342 cu. yds.	Class "D" Concrete	23.00	7,866.00
168,000 lbs.	Metal Reinforcement	0.05	8,400.00
178,000 lbs.	Structural Steel	0.07	12,460.00
810 lin. ft.	Concrete Handrail	5.00	4,050.00
		Sub-total	$ 52,116.00
		10% Engr. & Cont.	5,211.60
		Total	$ 57,327.60

Length of Project, including bridge	2.972 miles
Length of Elk Creek Bridge 404.66 ft.	.077 "
Length of Project, excluding bridge	2.895 "

Cost per mile $30,666.25

Estimated percentage of work to be completed on Sept. 1, 1921

Roadway — 100%

Bridge — 90%.

SUMMARY

Item	Total Cost	Federal Aid		Emergency Advance Funds	State Funds
Roadway	$88,778.00	$44,389.00	(50%)	$44,389.00	$ - -
Bridges					
Adv. Fund Portion	51,594.84	25,797.42	(50%)	25,797.42	- -
Post Road Portion	5,733.76	3,568.49	(62.23%)	- -	2,165.27
	$146,106.60	$73,754.91		$70,186.42	$2,165.27

CONTRACT # 1302

PR 136-E Picture Rock Pass Sec. 1931

1302

PR136E

March 23, 1932

United States Fidelity & Guaranty Co.,
% G. Cunningham, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We have received a notice of claim from Oregon Powder Company, in the sum of $2824.54, against Yunker-Wiecks & Co., to whom the State Highway Commission awarded the contract for the construction of the Picture Rock Pass Section of the Fremont Highway in Lake County—State Highway Contract No. 1302. Said claim is for explosives and explosive supplies furnished to these contractors in connection with the above described project.

This notice is given you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Yunker-Wiecks & Co.,
Toledo, Oregon

To the Oregon State Highway Commission

State of Oregon)
) ss
County of Multnomah)

I, J. A. Denn, being first duly sworn depose and say; that I am the President and Manager of the Oregon Powder Company, an Oregon Corporation; that between the 26th day of July, 1931, and the 17th day of August, 1931, inclusive, the Oregon Powder Company sold and delivered to the Yunkers-Wiecks Company, at said Company's instance and request, certain goods wares and merchandise, to wit:- Explosives and Explosive supplies, an itemized statement for which is hereto attached and made a part hereof, and for which there is still due owing and unpaid the agrwed and principal sum of $2824.54, with interest thereon at the rate of 6% per annum from the 17th day of August, 1931, until paid;

That said materials were purchased for and used upon Oregon State Highway Commission Contract No. 1302, Project No. 1384, known as the Picture Rock-Pass Section of the Fremont Highway in Lake County; that said contract was completed and accepted on the 29th day of September, 1931,; and, lastly, that the aforesaid Yunkers-Wiecks Company was the original contractor thereon.

Based upon the aforesaid facts the Oregon Powder Company desires a certified copy of the original contract and its accompanying bond.

Dated this 12th day of March, 1932.

J. A. Denn

Subscribed and sworn to before me this 12th day of March, 1932.

Earl W. Packwood
Notary Public for Oregon.
My Comm. expires Nov. 22, 1932.

A certified copy of the contract was handed to Mr. Packwood in person

YUNKERS-WIECKS CO.,
SUMMER LAKE, OREGON

1931				
July 26	3050 lbs. 40% NG Giant	@$15.44	470.92	
	2950 lbs. 60% L. F. Extra	15.44	455.48	
	4000 lbs. 60% NG Giant	17.94	717.60	
	400 - 8 ft. #6 Electric Caps	9.55-10%	34.38	
	400 - 10 do	10.40-10%	37.44	1715.82
Aug. 4	400 - 8 ft. #6 Electric Caps	9.55-10%	34.38	
	400 - 10 do	10.40-10%	37.44	
	100 - 12 ft. #6 -6th Delay EB	19.60-10%	17.64	
	100 - 12 7th "	20.00-10%	18	107.46
Aug. 17	100 lbs. 60% Giant NG	17.94		17.94
Aug. 17	3000 lbs. #40 Quarry Special	14.19	425.70	
	3000 lbs. 60% Giant NG	17.94	538.20	
	4 - 20 ft. 7/8 Tamping Poles		2	
	500 - 20 ft. #6 Western EB	14.65-10%	65.93	
	200 - 16 do	12.95-10%	23.31	1055.14
				2896.36
July 28	By Credit			71.82
				$2824.54

#1302

PR136E

March 23, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are in receipt of your letter of March 21, enclosing copies of notice of claim filed by Sherman J. Frank for materials furnished in the sum of $1587.51, against the bond taken from Yunker-Wiecks & Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Picture Rock Pass Section of the Fremont Highway in Lake County—State Highway Contract No. 1302.

In accordance with your suggestion, we are today forwarding copies of this claim to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

March 23, 1932

United States Fidelity & Guaranty Co.,
J. C. Cunningham, Resident Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim filed with the Secretary of State by Mr. C. O. Fenlason, Portland attorney, in behalf of Sherman J. Frank against Yunker-Wiecks & Co., to whom the State Highway Commission awarded State Highway Contract No. 1502, which is for the construction of the Picture Rock Pass Section of the Fremont Highway in Lake County.

The claim is in the sum of $1,387.51 and is for explosive supplies furnished to the contractors in connection with the above mentioned project.

This information is passed on to you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc Yunker-Wiecks & Co.,
Toledo, Ore. ✓

ary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

March 21, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Mr. C. O. Fenlason, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Sherman J. Frank for materials furnished in the sum of $1387.51 with interest thereon, against the bond taken from Yunker-Wiecks & Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Picture Rock Pass Section of the Fremont Highway in Lake County, State Highway Contract No. 1302.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

NOTICE OF CLAIM

TO: STATE OF OREGON, OREGON STATE HIGHWAY COMMISSION, YUNKER-WIECKS & CO. (a co-partnership consisting of C. R. YUNKER and H. E. WIECKS) and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation.

NOTICE IS HEREBY GIVEN that the undersigned, SHERMAN J. FRANK, has a claim for materials and supplies consisting generally of dynamite, powder, caps, fuses and like explosives and accessories in the sum of $1567.51 with interest thereon as by law provided against the bond taken from Yunker-Wiecks & Co., a co-partnership consisting of C. R. Yunker and H. H.Wiecks, principals of said bond, and United States Fidelity & Guaranty Company, a corporation, surety for said bond, for the work of highway improvement covering the grading of 5.74 miles of the Picture Rock Pass Section of the Fremont Highway in Lake County, State of Oregon; that the State of Oregon contracted with said principal Yunker-Wiecks & Co., a co-partnership as aforesaid, on or about the 14th day of May, 1931, to do said work, said contract being known and designated as contract No. 1302 and said bond was furnished by said contractors as principals and said surety as by the terms of said contract and the laws of the State of Oregon provided, and to insure the faithful performance of said contract according to its terms and by law provided; that said materials were furnished, sold and delivered as aforesaid by claimant, Sherman J. Frank, to said Yunker-Wiecks & Co., a co-partnership, as aforesaid and at the special instance and request of said co-partnership, which did receive and accept the same and said materials were furnished for and used and consumed in the performance of the work contracted for and covered by said contract; that said contract was completed and accepted on September 29, 1931.

IN WITNESS WHEREOF, this notice is signed, executed and dated this 18th day of March, 1932.

SHERMAN J. FRANK

Endorsed: File No. 2085
Filed March 21, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Sherman J. Frank for materials furnished in the sum of $1387.51 with interest, against the bond taken from Yunker-Wiecks & Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Picture Rock Pass Section of the Fremont Highway in Lake County, State Highway Contract No. 1302, with the original notice filed in the office of the Secretary of State on March 21, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 21st day of March, A. D. 1932.

Hal E. Hoss

Secretary of State

#1302

PR1368

March 17, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of March 15, enclosing certified copies of notice of claim filed by Oregon Powder Company against Yunkers-Wicks & Company, to whom the State Highway Commission awarded the contract for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County; said claim being in the sum of $8824.54 for explosives and explosive supplies furnished to the contractors.

In accordance with your suggestion, we are today mailing copies of notice of claim to the contractors and their surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

March 17, 1932

U. S. Fidelity & Guaranty Co.,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim filed by Oregon Powder Company against Yunker-Wiecks & Co., to whom the State Highway Commission awarded the contract for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County.

The claim is for $2824.54 and is for explosives and explosive supplies furnished to the contractors in connection with the above described work.

This information is furnished you as you appear as surety on the bond of the contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc Yunker-Wiecks & Co.,
Toledo, Oregon.

OSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 1932
OREGON
STATE HIGHWAY COMMISSION

March 15, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Oregon Powder Company for materials furnished in the sum of $2824.54, together with interest thereon at 6% from August 17, 1931, against the bond taken from Yunkers-Wiecks & Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Picture Rock-Pass Section of the Fremont Highway in Lake County, State Highway contract No. 1302, project No. 1384.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

MATERIALMAN'S CLAIM

Project No. 1384.....Contract No. 1302

To the State of Oregon and the Secretary of State:

Notice is hereby given that the undersigned, the Oregon Powder Company, has a claim for materials furnished, to wit: Explosives and Explosive Supplies, an itemized statement of which is attached hereto and made a part hereof, in the sum of $2824.54, together with interest thereon at 6% per annum from the 17th day of August, 1931, until paid, against the bond of Yunkers-Wiecks & Company, as principal and the United States Fidelity & Guaranty Company, surety, for the work designated as Project No. 1384, Contract No. 1302, and known as the Picture-Rock-Pass Section of the Fremont Highway in Lake County, located within the State of Oregon; said materials were purchased for and used upon said contract by Yunkers-Wiecks & Company, the original contractors, and the aforesaid sum represents the unpaid balance thereof. Said contract was completed and accepted on the 29th day of September, 1931.

Dated this 15th day of March, 1932.

OREGON POWDER COMPANY

By J. A. DENN.
President.

State of Oregon)
County of Multnomah) ss

I, J. A. Denn, being first duly sworn, depose and say that I am President of the Oregon Powder Company and that the aforesaid statement of claim is true as I verily believe.

J. A. DENN

Subscribed and sworn to this 15th day of March, 1932.

(SEAL)

FRED W. PACKWOOD
Notary Public for Oregon.
My Comm. expires Nov. 22, 1932.

* * * * * * * * * * *

YUNKERS-WIECKS CO.,
SUMMER LAKE, OREGON

1931				
July 26	3050 lbs. 40% NG Giant	@ $15.44	470.92	
	2950 lbs. 60% L. F. Extra	15.44	455.48	
	4000 lbs. 60% NG Giant	17.94	717.60	
	400 - 8 ft. #6 Electric Caps	9.55-10%	34.38	
	400 - 10 do	10.40-10%	37.44	1715.82
Aug. 4	400 - 8 ft. #6 Electric Caps	9.55-10%	34.38	
	400 - 10 do	10.40-10%	37.44	
	100 - 12 ft. #6 -6th Delay EB	19.60-10%	17.64	
	100 - 12 7th "	20.00-10%	18	107.46
Aug. 17	100 lbs. 60% Giant NG	17.94		17.94
Aug. 17	3000 lbs. #40 Quarry Special	14.19	425.70	
	3000 lbs. 60% Giant NG	17.94	538.20	
	4 - 20 ft. 7/8 Tamping Poles		2	
	500 - 20 ft. #6 Western EB	14.65-10%	65.93	
	200 - 16 do	12.95-10%	23.31	1055.14
				2896.36
July 28	By Credit			71.82
				$2824.54

Endorsed: File No. 2025
Filed March 15, 1932
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Oregon Powder Company for materials furnished in the sum of $2824.54, together with interest thereon at 6% per annum from August 17, 1931, against the bond taken from Yunkers-Wiecks & Company, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Picture Rock-Pass Section of the Fremont Highway in Lake County, State Highway contract No. 1302, with the original notice filed in the office of the Secretary of State on March 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th **day of** March**, A. D. 19**32.

Hal E. Hoss

Secretary of State

PR136E

January 30, 1932

Mr. C. G. Fenlason,
Attorney at Law,
Pittock Block,
Portland, Oregon

Dear Sir:

In response to your request of January 28, I am pleased to give you the following information:

On May 14, 1931, the State Highway Commission awarded to Funker Wiecks & Co., the contract for the grading of 5.74 miles of the Picture Rock Pass Section of the Fremont Highway in Lake County, which contract is designated as State Highway Contract No. 1302.

The bond furnished to the State in connection with this contract was written by United States Fidelity & Guaranty Company, for whom G. Cunningham is resident agent, with offices in the Porter Building, Portland; the amount of the bond is $50,000.00.

According to our records this project was completed on September 29, 1931; this date is considered as the date of acceptance on the part of the State Highway Commission.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

C. O. FENLASON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON

RECEIVED
JAN 30 1932
OREGON
STATE HIGHWAY COMMISSION

January 28, 1932.

State Highway Commission of Oregon
Salem, Oregon.

Gentlemen:-

I am advised that Yonker-Wiecks secured a contract from you for the doing of some road construction work in Lake County, generally known as the Picture Rock job, which work was begun sometime early in 1931 and completed around in October of that year.

Would you be good enough to advise me of the number of the contract, the date of same, a short description of the work called for by the contract, the name of the contractors, which I believe to be Yonker-Wiecks, the name of the bondsmen and the completion date.

Thanking you very much for this information, I am

Yours very truly,
C. O. Fenlason

COF:H

#130
Lake Co
PR136E

January 11, 1932

Mr. J. D. Corum,
Silver Lake,
Oregon.

Dear Sir:

Reply is made to your letter of the second inst., in which you make inquiry as to whether or not final settlement has been made with Yunker-Wiecks & Co., in connection with the contract awarded to that company by the State Highway Commission for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County, State Highway Contract No. 1302.

Our records show that this project was completed on September 29, 1931; also, that final payment was made to this contractor on December 21, 1931.

It is noted that you have a claim against this company for gravel loading. If you are unable to secure a satisfactory settlement for your services, it is suggested that you take the matter up with the surety on the bond furnished by the contractor to the State for the protection of claims. We would also suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, laws for 1931, a mimeographed copy of which is enclosed.

The bond referred to above was written by U. S. Fidelity & Guaranty Company for which G. Cunningham is agent with offices in the Porter Building, Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1302

Silver Lake, Ore
Jan 2 1932

Mr Roy Klein
State Highway Engineer
Salem, Oregon

Dear Sir

I would like to know if Yunker. Weikolds of Toledo, Ore. have received a final settlement for the contract work they did on the Picture Rock Pass of the Fremont Highway

I did the gravel hauling for them and they still owe me some on the work.

If you can give me this information I would appreciate it very much

Thanking you I am,

Yours truly
J. D. Cotum

Mr Klien -
Sorry I was Called out of town the other Night
Just before you Called
C.E. Thompson
640 Chemeketa St
Salem
Ore.
Delco Sales & Service

RECEIVED
JAN [illegible] 1932

PR136E

PR*

January 9, 1932.

Yunker-Weeks Company,
Toledo, Oregon.

Gentlemen:

In reply to your inquiry by telephone, this will advise that according to our records the quantities of excavation work performed by John Palmer on the Picture Rock Pass Section of the Fremont Highway were as follows:

	Roadbed Excav. and Borrow	Out Ditch Excavation	Total
Common (cu. yds.)	3,080.5	7.4	3,087.9
Intermediate (cu. yds.)	9,702.8	43.6	9,746.4
Solid Rock (cu. yds.)	15,308.9	153.8	15,462.7
Total (cu.yds.)	28,092.2	204.8	28,297.0

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

#1302
Lake Co

December 11, 1931 PR, 368

United States Fidelity & Guaranty Company,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

You arehereby notified that State Highway Contract No. 1302 for the construction of the Picture Rock-Pass Section of the Fremont Highway in Lake County, consisting of 5.74 miles of grading, has been completed by the contractors, Yunker-Wiecks & Company, and that final settlement will be made by the State with said contractors for work done under said contract on or after December 21st, 1931.

The State has been advised of the following claims against this contract: Posey Thompson in amount $20.00 against Shander, sub contractor, for rental of property; H. M. Parks in amount $46.92 for tractor rental. You are advised that the State assumes no responsibility for the above claims or of any others which may be filed against this contract.

This notice is served upon you as you appear as surety on the bond furnished in connection with this contract. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $58,583.48 including the final payment. Of this amount $137.97 was for force account work.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PR136E

December 8, 1931.

Mr. C. W. Wanzer,
Highway Division Engineer,
Bend, Oregon.

Dear Sir: Attention: Mr. K. D. Lytle

We have your letter of December 7th, requesting a copy of the final estimate for the grading of the Picture Rock Pass Section of the Fremont Highway.

As the Yunker-Wiecks Company will receive a copy of this estimate from this office within the course of the next two or three days, it does not seem to us that it will be necessary to supply a copy through your office. Therefore, unless we hear from you further, the copy referred to in your letter will not be supplied.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

December 7, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

RECEIVED
DEC 8 1931
OREGON
STATE HIGHWAY COMMISSION

Attention: Mr. S. H. Probert.

Dear Sir:

We have received a letter from Yunker, Wiecks and Company requesting us to give them a copy of their estimate on the construction of the Picture Rock Pass Section of the Fremont Highway.

As we note from your correspondence with Mr. Runge that there has been some correction in the final estimate, we will have to ask that you send us a copy of the corrected estimate before we can give Mr. Yunkers the information asked for.

If the estimate has been corrected will you please send us a copy?

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Div. Office Engineer

kdl/c

PR136E

November 30, 1931

Mr. E. O. Stadter,
Attorney at Law,
First National Bank Bldg.,
Bend, Oregon.

Dear Sir:

Reply is made to your letter of the 27th instant, requesting information concerning the contract awarded to Yunker-Wiecks & Co., for work done for the State Highway Commission on the Fremont Highway.

The contract to which you refer is State Highway Contract No. 1302, and is for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County—3.74 miles in length. This contract was awarded to Yunker, Wiecks & Co., on May 14, 1931. The bond furnished by the contractor for the protection of claims was written by the U. S. Fidelity & Guaranty Company, G. Cunningham, Agent, with offices in the Porter Building, Portland, Oregon.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

BEND, OREGON November 27, 1931.

RECEIVED
NOV 30 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen:

I have been requested to file a claim against the firm of Yunger-Weeks & Co., and their bondsmen for work done on the Freemont Highway, and in order to do this I would appreciate it very much if you will either send me a copy of this bond, or tell me who the bondsmen are, with addresses etc.

Your early attention will be greatly appreciated.

Yours very truly,

E. E. Slater

ANSWERED
H. B. C.

#1302
Lobie Cr

P. O. BOX 368 TRUCKS FOR HAULING PHONE 78

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE BLOCKS
LIME, PLASTER, METAL LATH, ROOFING MATERIAL AND EXPLOSIVES
KLAMATH FALLS, OREGON

RECEIVED
NOV 20 1931
OREGON
STATE HIGHWAY COMMISSION

November 19, 1931.

Copy

PR136E

United States Fidelity Guaranty Co.,
1208 Porter Building,
Portland, Oregon.

Attention: Mr. G. Cunningham.

Gentlemen:

Please be referred to our letter of November 3rd, relative to our claim of $800.53 against Yunker & Wiecks & Company. For your information we advise that we have received payment in full.

Yours respectfully,

W. D. MILLER CONSTR. CO.,

BY

cc Oregon State Highway Comm. ✓
Salem, Oregon.

FRH:AP

PR 136 E

November 10, 1931.

Mr. E. D. Lytle,
Highway Resident Engineer,
Bend, Oregon.

Dear Sir:

For your aid in keeping your office records, we are sending you this information in regard to Yunker Wieks and Company's bill for making a detour road from the old road to the north end of the recently graded Picture Rock Pass Section of the Fremont Highway, amounting to $42.25. We have prepared a Force Order No. 2, and will pay this charge on the final estimate of their Contract No. 1304, instead of charging it to 10 MB as you indicated on the bill.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by D. G. De Sart/ER.

cc C. W. Wanzer

PR136E

Lakeview Meat Company

November 2, 1931

Lakeview Meat Company,
P. O. Box 258,
Lakeview, Oregon.

Gentlemen:

We wish to thank you for your letter of the 30th ult., advising that your claim against Yunker-Wiecks & Co., for merchandise furnished them in connection with State Highway contract #1302, has been paid in full.

This information is being transmitted to the contractors and their surety.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

A. F. ALLEN

Lakeview Meat Company
CHOICE FRESH AND CURED MEATS
P. O. BOX 298
LAKEVIEW, OREGON

October 30th,1931

NOV 2 1931
OREGON
COMMISSION

State Highway Commission
Salem, Oregon :

Gentlemen:

We mailed a claim against Yunkers & Weicks For merchandise furnished on their contract at Silver Lake, Please disregard this,as we have their check to cover their Account in full.

Yours Very Truly,

Lakeview Meat Co.

ANSWERED
H. B. G.

RECEIVED
OCT 30 1931
OREGON
STATE HIGHWAY COMMISSION

I, A.F. Allen, manager of Lakeview Meat Company, of Lakeview, Lake County, Oregon, being first duly sworn, do depose and state:

That the itemized statement attached hereto represents meats and other supplies handled by us and furnished by us to your contractors, Yunkers and Wiecks, for use on the Picture Rock Pass section of the State Highway system in Lake County, Oregon.

The prices stated on the attached statement are just and reasonable, and all goods shown were furnished as stated.

This affidavit and statement are furnished for the purpose of securing reimbursement to us for the amount shown on enclosed statement- $358.37.

Lakeview Meat Company,
by Geo Allen
Manager.

Sworn and subscribed to before me, a Notary Public in and for the state of Oregon, this 28th day of October, 1931.

Daniel F. Brennan
Notary Public for Ore.

My comm. expires
May 16, 1933

This notice was disregarded by us on account of letter of October 30th, attached hereto, showing that this claim was paid

136E

TELEPHONE 301

LAKEVIEW, OREGON, July 1931

LAKEVIEW MEAT COMPANY

S. P. DICKS

CHOICE MEATS

A. F. ALLEN

HAMS, BACON, LARD AND SAUSAGES

TERMS

DATE	ITEMS	FOLIO	DEBITS	√	CREDITS	BALANCE	DATE	ITEMS	FOLIO	DEBITS	√	CREDITS	BALANCE
7/7/31			3 93			3 93	7/29/31			2 93			47 25
8			2 33			6 26	30			2 73			49 98
9			2 80			9 06	31			2 61			52 59
9			3 00			12 06	8/1/31			55			53 14
9			1 00			13 06	1			2 26			55 40
11			2 85			15 91	3			2 68			58 08
13			2 47			18 38	4			2 98			61 06
14			2 70			21 08	5			2 41			63 47
16			6 97			28 05	6			2 16			65 63
16	Meur Ret				2 70	25 35	7			2 67			68 30
17			3 00			28 35	8			3 09			71 39
18			2 40			30 75	10			2 38			73 77
20			2 88			33 63	11			2 64			76 41
21			3 21			36 84	12	Ford		3 00			79 41
25			2 44			39 28	13			3 75		Ford	83 16
27			2 79			42 07	14			2 72			85 88
28	FM 72		2 25			44 32	15			3 79			89 67
							17			3 82			93 49

would suggest that you take the matter up with the agent of the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 of the laws for Oregon, 1931, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

302

136E

TELEPHONE 301

LAKEVIEW, OREGON, Aug 1931

LAKEVIEW MEAT COMPANY

S. P. DICKS

CHOICE MEATS

HAMS, BACON, LARD AND SAUSAGES

A. F. ALLEN

TERMS

DATE	ITEMS	FOLIO	DEBITS	√	CREDITS	BALANCE	DATE	ITEMS	FOLIO	DEBITS	√	CREDITS	BALANCE
8/17/31	Bal					93 49	9/3/31			9 77			202 40
18			4 25			97 74	4			9 00			211 40
19			3 40			101 14	4			2 00			213 40
21			2 72			103 86	5			4 72			218 12
22			8 16			112 02	7			10 47			228 59
24			3 07			115 09	8			9 20			237 79
24			1 56			116 65	9			8 63			246 42
25			5 00			121 65	9			2 00			248 42
26			2 00			123 65	10			6 80			255 22
26			9 60			133 25	11			9 20			264 42
27			8 20			141 45	11			2 00			266 42
28			9 23			150 68	12			6 30			272 72
29			9 26			159 94	14			11 54			284 26
31			9 89			169 83	15			9 20			293 46
9/1/31			9 89			179 72	16	Ford		6 60		Ford	300 06
2			1 60			181 32	17			6 27			306 33
2	FM 71		11 31			192 63	18			5 84			312 17

[illegible] would suggest that you take the matter up with the agent of the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 of the laws for Oregon, 1931, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1302

PR136E

November 2, 1931

W. D. Miller Construction Co.,
P. O. Box 388,
Klamath Falls, Oregon.

Gentlemen:

Acknowledgment is made of the receipt of your letter of October 31, advising us of your claim in the sum of $800.55 against Yunker, Wiecks & Co., for explosives furnished to that company which were used in connection with its contract with the State Highway Commission for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County—State Highway Contract #1302.

The copy of your letter and statement which was enclosed to be forwarded to the bondsmen has been sent to the U. S. Fidelity & Guaranty Company for whom G. Cunningham is agent, with offices in the Porter Building, Portland, Oregon.

The bond furnished by the contractor is the protection that we have to offer you for your claim. We would suggest that you take the matter up with the agent of the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the courts and should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280 of the laws for Oregon, 1931, a mimeographed copy of which we enclose.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

November 2, 1931

Yunker, Wiecks & Co.,
Toledo,
Oregon.

Gentlemen:

We have today been notified by W. D. Miller Construction Co., of Klamath Falls that you are indebted to them in the sum of $800.53 for explosives furnished you in connection with the contract that was awarded to you by the State Highway Commission for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County.

A copy of the bill of W. D. Miller Construction Co., is furnished you for your further information. A copy of this bill has also been sent to the corporate surety on your bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

TRUCKS FOR HAULING PHONE 78

W. D. MILLER CONSTRUCTION CO.
GENERAL CONTRACTORS
DEALERS IN
CRUSHED ROCK, SAND, CEMENT, REINFORCING STEEL, CONCRETE BLOCKS
LIME, PLASTER, METAL LATH, ROOFING MATERIAL AND EXPLOSIVES
KLAMATH FALLS, OREGON

October 31, 1931

Oregon State Highway Com.
Salem, Oregon

Attention: Mr. Roy A. Klein

Gentlemen:

Inclosed please find statement of explosives furnished by us to Yonker & Weicks on the Picture Rock Pass project in Lake County, total of which is $ 800.53.

We have not received any payments for any of the explosives furnished by us, and understand that Yonker & Weicks have finished their contract and moved out, although final estimate has not yet been given them.

Will you kindly mail a copy of this letter to their bondsmen, as we do not know who they are, together with a copy of the invoice? Also kindly arrange to protect this account.

Yours respectfully,

W. D. MILLER CONSTRUCTION CO.

BY F R Hamblet

FRH MW

Copy: To Bondsmen

[illegible] 1931

ANSWERED
H. B. G.

78
201 MAIN ST.

Klamath Falls, Oregon, tober 30, 1931.

W. D. MILLER CONSTRUCTION CO.

GENERAL CONTRACTORS
AND DEALERS IN BUILDING MATERIAL

Sold to Yonker & Weicks
Summer Lake, Oregon.
Terms ______

ADDRESS OR JOB ______
YOUR ORDER NO. ______
OUR ORDER NO. ______

STATEMENT.

NOTICE---MATERIAL AND SERVICES FURNISHED AND DELIVERED TODAY AT ADDRESS SHOWN FOR USE THEREON. A LIEN MAY BE CLAIMED FOR ALL LABOR, MATERIAL AND SUPPLIES FURNISHED SECTION 10191---OREGON LAWS

Picture Rock Pass Project

Aug. 7 -	Inv. # B28273 -	250 -	6' Electric Caps	@$ 9.40	$ 23.55
	-	250 -	8' "" ""	@ 10.50	26.25
28 -	Inv. # B28858 -	1,550#-	60% Gel. Powder	@ 18.05	279.78
	-	450#-	60% Str. Powder	@ 19.50	87.75
	-	1,000#-	40% Gel. Powder	@ 16.00	160.00
	-	1,000 -	Ft. Fuse	@ 8.60	8.60
	-	500 -	No. 6 Caps	@ 16.65	8.35
	-	Drayage	to Summer Lake, 13 Hrs.	2.00	26.00
Sept. 10-	Inv. # B29650 -	350#-	60% Str. Powder	@ 19.50	68.25
	-	400#-	40% Gel. Powder	@ 16.00	64.00
19-	Inv. # B29669 -	300#-	40% Gel. Powder	@ 16.00	48.00
					$ 800.53

In connection with this contract, Yonker, Wiecks & Co., were required to furnish the State with a bond for the protection of claims incurred against the project. This bond is offered to you as protection for your claim. It was written by the U. S. Fidelity & Guaranty Company, for whom G. Cunningham is local agent, with offices in the Porter Building, Portland, Oregon.

I would suggest that you take the matter up with the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the Courts and should file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280 of the laws of 1931, a mimeographed copy of which we enclose.

We are today filing your claim for future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

#1302

Lake Co.

PR 136E

October 20, 1931

Mr. Henry M. Parks,
Consulting Geologist & Mining Engineer,
Fort Rock, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of recent date, in which you advise us of your claim in the sum of $46.92 against Yunker, Wiecks & Co., for transporting a tractor from your ranch to their job, and return to the ranch.

The contract to which you refer is State Highway Contract #1302 and covers the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County.

In connection with this contract, Yunker, Wiecks & Co., were required to furnish the State with a bond for the protection of claims incurred against the project. This bond is offered to you as protection for your claim. It was written by the U. S. Fidelity & Guaranty Company, for whom G. Cunningham is local agent, with offices in the Porter Building, Portland, Oregon.

I would suggest that you take the matter up with the bonding company. If you do not secure satisfaction by so doing, then you still have recourse to action in the Courts and should file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280 of the laws of 1931, a mimeographed copy of which we enclose.

We are today filing your claim for future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

October 20, 1931

U. S. Fidelity & Guaranty Co.,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Attached hereto is copy of a letter from Mr. Henry M. Parks, of Fort Rock, in which he advises us of his claim, in the sum of $46.92, against Yunker, Wiecks & Co., to whom the State Highway Commission awarded the contract for the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County--State Highway Contract #1302.

This information is being transmitted to you as you appear as the surety on the bond furnished by the contractors in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

CC Yunker, Wiecks & Co.,
Toledo, Oregon

HENRY M. PARKS
CONSULTING
GEOLOGIST AND MINING ENGINEER
~~[illegible] BUILDING~~
~~PORTLAND, OREGON~~
Fort Rock

Mr Roy Klein
State Highway Engineer
Salem
Oregon.

RECEIVED
OCT 13 19[illegible]

Dear Mr. Klein:

Yunkers & Weicks Contractors in settling with my tractor man for work on the Summer Lake job failed to allow for the transportation of my tractor from my ranch to the job and return. I am today billing them for the amount which is $46 92. Will you kindly place this information in the hands of the proper person in your department.

Yours very truly

Henry M. Parks

Form 39—E-18703—2M—10-30

PR 136 E

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date Oct. 5, 1931

Job name Picture Rock Pass

Week from Sept. 27 *to* Oct. 3

Mail address Box 323 Bend, Ore.

Highway Fremont

Telegraph or telephone address Bend

County Lake *Job prefix* 19PL

Express and freight address Bend

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Hunker, Klecka & Co. finished all grading and surfacing Saturday Sept. 26th.

Mr. Banzer and Mr. Lytle inspected the job on Monday Sept. 28th and accepted the work. The final cleanup was completed on Tuesday the 29th.

C. J. McFadden and Ted Sather, rockcheckers left Tuesday the 29th to go on Mr. Slavens job at Wapenetia.

I am working up the final estimate on this job and will have it completed in about ten days.

RECEIVED
OCT 6 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed J. A. Rung

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 5.744

Miles completed 5.744

Miles completed except finishing ....

Total cubic yards in project 93000

Cubic yards moved to date 93000

Miles covered by contractor's forces All

Miles cross-sectioned All

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 3

Contractor's average force for week 20 *men,*

.... *teams,* 1 *steam shovels*

Grading work ~~*will*~~ Was *be completed* ~~*about*~~ Sept. 29

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 19PL Percentage 100
2. .... Percentage ....
3. .... Percentage ....
4. .... Percentage ....

PR136E

September 15, 1931

Mr. Pesey Thompson
Silver Lake, Oregon

Dear Sir:

Reply is made to your letter of the 14th instant with further reference to your claim against Yunker-Weicks & Company. I am sorry that it is necessary to inform you that we can do nothing further than what we have already done concerning this, except that if you have not already done so would suggest that you file notice of your claim with the Secretary of State. If you get no satisfaction from Yunker-Weicks & Company then you still have recourse to action in the courts.

That is about all the information I can give you. I am returning to you herewith the letter directed to you from the surety company.

Very truly yours

STATE HIGHWAY COMMISSION

By

Surety

HBG:FW
Inc.

Silver Lake, Ore.

Sept 14 - 31.

Mr. Ray A. Klein,

Salem, Ore.

RECEIVED
SEP 15 1931
OREGON
STATE HIGHWAY COMMISSION

Dear Sir,

I am enclosing you a letter from the Bonding Co., for Yunker Engineering Co., and it seems from the reading of this letter they do not intend to pay my claim against Yunker

---

#13
Lake

FA 362

ust 19, 1931

ceipt of your letter
claim against c
county, in the sum

the protection of all
the United
n G. Cunningham is resident
, Portland, Oregon.

company and also
State in
for 1930, a mimeographed

ours, etc.,

COMMISSION,

Secretary.

Dict. by J. McFarland.

and wicks. --

If there is any thing I
Can do to Collect this
Many, will You please
Natify me. I will appre-
ciate any thing you
will do for me.

Thanking You for past
favors.

I am,
Yours Very Truly
Pasey Thompson

---

ber 10, 194

eipt of your letter
claim against a
ing company, etc.
ounty, in the sum

Company
the protection of all
s written by the United
n G. Cunningham is resident
, Portland, Oregon.

from the general contractors
g company and also File
State in conformance with
s for 1940, a mimeographed

yours,

COMMISSION,

Secretary.

Dict. by J. McFarland.

Silver Lake, Ore.
Sept. 2-31.

Mr. H. B. Glaisyer, Sec
Salem, Oreg.

Dear Sir,

I have made claim against Yunker, and Wicks, contractors on Summer Lake Mountain Picture Rock Section, To the amount of $20.00 given me for rent, and other damages by Ivor Schrader, gravel Sub-

---

#130

PP1362

gust [illegible], 19[illegible]

eceipt of your letter
r claim against a
mpany contract, No.
County, in the sum

Yunker-Wicks & Company
for the protection of all
was written by the United
thon G. Cunningham is resident
g, Portland, Oregon.

ion from the general contractors
ding company and also file
of State in conformance with
Laws for 1930, a mimeographed

y yours,

COMMISSION,

Secretary.

Dict. by J. McFarland.

#1362
Lake Co

PR1362

Contractor, and in the event you request the order for $20.00 from Schrader to me, I will mail to you at once on request.

I am,
Yours Very Truly,
Posey Thompson.

---

gust 30, 192[illegible]

ceipt of your letter
ur claim against a
pany contract, No.
County, in the sum

Tucker-Wicks & Company
or the protection of all
was written by the United
hen G. Cunningham is resident
g, Portland, Oregon.

ion from the general contractors
ling company and also file
of State in conformance with
Laws for 1920, a mimeographed

y yours,

COMMISSION,

Secretary.

Dict. by J. McFarland.

55 58

#1302
Lake Co

PP136E

August 28, 1931

Mr. Posey Thompson,
Silver Lake, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of August 25th in which you advise of your claim against a sub contractor on the Yunker-Wiecks & Company contract, No. 1302 - Picture Rock Pass Section in Lake County, in the sum of $20.00.

In connection with this project Yunker-Wiecks & Company furnished the State with a surety bond for the protection of all claims against the contract. This bond was written by the United States Fidelity & Guaranty Company for whom G. Cunningham is resident agent with offices in the Porter Building, Portland, Oregon.

If you do not secure satisfaction from the general contractors you may take the matter up with the bonding company and also file notice of your claim with the Secretary of State in conformance with the provisions of Section 2991, Oregon Laws for 1930, a mimeographed copy of which is enclosed herewith.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

66

August 26, 1931

United States Fidelity & Guaranty Company,
G. Cunningham, Agent,
Porter Building,
Portland, Oregon.

Gentlemen:

Attached hereto is a copy of a letter that we have today received from Posey Thompson of Silver Lake, advising us of a claim against a Mr. Sharder, sub contractor under Yunker-Wiecks & Company in connection with their contract No. 1302 - Picture Rock Pass Section of the Fremont Highway in Lake County.

This information is given you as you appear as surety on the bond furnished by Yunker-Wiecks & Company in this instance.

V ery truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

cc to Yunker-Wiecks & Company,
Toledo, Oregon.

FORM 2-C-1 F-20988 500 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
C. E. GATES, MEDFORD
M. A. LYNCH, REDMOND

PR 1368

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 30, 1931.

RECEIVED
JUL 1 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

Upon receipt, from you, of the approved copy of price agreement covering "Truck Haul on Borrow" at 17¢ per cubic yard mile, on the Picture Rock Pass section of the Fremont Highway, now under contract by Yunker, Wiecks & Co., (Job 19 PL) we note that it was submitted as Price Agreement No. 2 which was in error on our part as it should have been Price Agreement No. 1.

We have changed the contractor's, the Resident Engineer's and our copies accordingly and should be pleased to have you make the correction on your copies.

Yours very truly

C. W. Wanzer
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c
cc. Mr. John A. Runge

PR1362

June 8, 1931

Yunker Wiecks & Co.,
Toledo,
Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Picture Rock Pass Section on the Fremont Highway in Lake County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

ER 136-E

May 29, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement covering the Picture Rock Pass Section, Emergency Project No. 136-E.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Bush/WC

Encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS

Oregon State Highway Department DISTRICT NO. **Emergency Project No. 132-E**

IN [illegible] REFER TO FILE NO.

POST OFFICE BUILDING
PORTLAND, OREG.

PICTURE ROCK PASS SECTION

OF THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 26, 1931.

All Required	Clearing and Grubbing		$ 650.00
36,000 cu. yds.	Common Excavation	$ 0.17	6,120.00
21,000 cu. yds.	Intermediate Excavation	0.42	8,820.00
40,000 cu. yds.	Solid Rock Excavation	0.73	29,200.00
103,000 yd. stas.	Overhaul	0.05	5,150.00
3,500 cu. yds.	Earth Cushion	0.35	1,225.00
3,500 yd. mis.	Earth Cushion Haul	0.17	595.00
6,500 cu. yds.	Temporary Surfacing	0.55	3,575.00
13,000 yd. mis.	Hauling Gravel, Truck Meas.	0.16	2,080.00
2,000 cu. yds.	Filler	0.35	700.00
3,000 yd. mis.	Filler Haul	0.16	480.00
220 lin. ft.	12" Corr. Galv. Iron Pipe	1.15	253.00
320 lin. ft.	18" Corr. Galv. Iron Pipe	1.85	592.00
200 lin. ft.	36" Corr. Galv. Iron Pipe	4.40	880.00
		Sub-total	$ 60,320.00
		10% Engr. & Cont.	6,032.00
		Total	$ 66,352.00

Net length of project	5.643 miles
Cost per mile	$11,758.28

Estimated percentage of work to be completed on Sept. 1st, 1931 100%

Federal Aid Requested	$33,176.00	(50%)
Emergency Advance Funds Requested	33,176.00	
	$66,352.00	

State Funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

PP136E-

May 15, 1931

Mr. R. A. Klein,
State Highway Engineer
Salem, Ore.

Dear Sir:

Reference is made to Oregon Emergency Federal Aid Project 136 Section E, the bids for which were opened May 14, 1931.

This is to confirm our verbal prior concurrence in the award of the contract to Yunker-Weicks Co., Toledo, Oregon, who submitted the low bid of $60,320.00.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
MAY 18 1931
OREGON
STATE HIGHWAY COMMISSION

FA-136-E

PR136E

May 13, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Relative to the inquiry made by Mr. Davis in regard to the filler material to be used in the construction of temporary surfacing on the Picture Rock Pass Section (Federal Aid Project No. 136-E), this will advise that the quantity of filler material will be limited to fifteen (15) per cent of the quantity of gravel with which it is incorporated, and that the kind of material to be used as filler will be sand, sandy loam or other material acceptable to your Bureau, it being understood that the use of clay will not be permitted.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:WC

May 14, 1931.

Mr. C. W. Wanzer,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

You will recall that your estimate of quantities for the Picture Rock Pass Project included 6,500 cubic yards of temporary surfacing material and 2,000 cubic yards of filler material, the quantity of filler material being approximately 30 per cent of the total quantity of temporary surfacing material.

The Bureau of Public Roads have objected to the use of such a large percentage of filler material, and, in order to secure federal aid in connection with the project, it has been necessary for us to agree to limit the quantity of filler material to not more than 15 per cent of the total quantity of temporary surfacing material. It has been necessary also to agree that no clay will be used as filler material.

A copy of our letter to the Bureau, relative to these matters, is enclosed herewith.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

cc J. T. Burch

encl.

PR-136-E

May 9, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five bid proposals for the Picture Rock Pass Section, Emergency Project No. 136-E, and we are likewise sending under separate cover five sets of blueprint plans and one set of original cross-sections for this project.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Bush/HR.

encl.

Oregon State Highway Department   Emergency Project No. 138-E.

PICTURE ROCK PASS SECTION OF

THE FREMONT HIGHWAY IN LAKE COUNTY

(Estimate with plans. Not as basis for Project Agreement.)

Salem, Oregon, May 8, 1931.

All Required	Clearing and Grubbing		$ 875.00
28,000 cu. yds.	Common Excavation	$0.25	7,000.00
21,000 " "	Intermediate Excavation	0.45	9,450.00
40,000 " "	Solid Rock Excavation	0.90	36,000.00
105,000 yd. sta.	Overhaul	0.05	5,250.00
3,500 cu. yds.	Earth Cushion	0.40	1,400.00
3,500 yd. mis.	Earth Cushion Haul	0.15	525.00
5,800 cu. yds.	Temporary Surfacing	0.50	2,900.00
13,000 yd. mis.	Hauling Gravel, Trk. Measure	0.15	1,950.00
2,800 cu. yds.	Filler	0.25	700.00
3,000 yd. mis.	Filler Haul	0.15	450.00
220 lin. ft.	12" Culvert Pipe	1.50	330.00
320 " "	18" " "	2.50	800.00
200 " "	36" " "	5.00	1,000.00
	Sub-total		$69,330.00
	10% Engr. & Cont.		6,933.00
	Total		$76,263.00

Net Length of Project 5.743 Miles
Cost per Mile, $13,279.20

Estimated percentage of work completed on Sept. 1, 1931, 100%.

Federal Aid Funds Requested	$36,131.50	(50%)
Emergency Advance Funds Requested	$36,131.50	
Total	$72,265.00	

Form 39—E-18703—2M—10-30

OR ON STATE HIGHWAY DEPARTME

FIELD ENGINEER'S WEEKLY REPORT

ORIGINAL

PR 1868

Date May 2, 1931

Job name Picture Rock Pass Sect.

Week from April 25 to May 2

Mail address Silver Lake, Ore.

Highway Fremont

Telegraph or telephone address " "

County Lake Job prefix 19 PL

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Party working all week restoring line between Sta. 4350 and Sta. 4361 — also +sectioned from Sta 4352 to Sta 4357.
+Sections figured + checked.

Three men in party.

(See back of this sheet for instructions and detailed information.)

Signed John T. Busch

Title Res. Engr.

By Thompson.

GRADING CONSTR ON

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party .... 3 ....

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... men,

.... teams, ... trucks

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem offi the duplicate direct to the Division Engineer. The triplicate be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring a the special attention of, Division Engineers or others, u matters are also taken up by a letter addressed to the the party interested. Requisition for supplies, calls for men, for information, and other matters requiring action or reply wi receive attention, if made on this form.

Fill out those sections of the above detailed reports which app to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... 19 PL .... Percentage 100

2. .... Percentage ....

.... Percentage ....

.... Percentage ....

P.R. 136-E

April 29, 1931.

Mr. C. W. Wanzer,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

In compliance with the request in your letter of April 28th, we have assigned Prefix 19 FL to the grading of the Picture Rock Pass Section of the Fremont Highway in Lake County.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by L. E. Parsons/MR

cc J. T. Burch, Silver Lake, Oregon.

, Chairman, Portland
, Medford
. Lynch, Redmond

ROY A. KLEIN
State Highway Engineer
and Secretary
Salem

OREGON STATE HIGHWAY COMMISSION
Office of C. W. Wanzer, Division Engineer
BEND, OREGON

April 28, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

Will you please assign a construction job prefix for the Picture Rock Pass section of the Fremont Highway?

The survey of this section was recently completed by John T. Burch, Resident Engineer, and he is now cross sectioning preparatory to construction.

Yours very truly

C. W. Wanzer

C. W. Wanzer
Division Engineer

c ww:C

CONTRACT# 1303,

SEE:

CONTRACT# [redacted]
1301,

No. [illegible] : [illegible]trict No.

CONTRACT# 1304,

SEE:

CONTRACT# 1282,

CONTRACT#1305,

FLP 1-A Valley Falls-Pike Ranch Sec. 1933

1305 Folder # 5

December 28, 1937

Mr. R. V. Hollenberg
Office

Dear Sir:

Herewith check No. 244 of Mr. James R. Jones on the Citizens Branch, The U. S. National Bank, Portland, in the amount of $150.51, covering the obligation of Mr. Jones in connection with his damage to a bridge on the Fremont Highway, caused by hauling heavy equipment to the C. R. Johnson Contract No. 1385.

The total cost of the bridge repair was $451.53, to be divided one-third State, one-third contractor, and one-third Mr. Jones. The two-thirds due the State was deducted from C. R. Johnson's final estimate. Therefore, theoretically, this check should be turned over to C. R. Johnson. But, C. R. Johnson and his surety were in litigation due to going broke on the job and the Court has disposed of the whole matter, parceling out the assets to the various claimants. Upon Mr. Dever's suggestion, this check is, therefore, deposited into our account 69-5301-275 "Special Litigation not charged to particular job" as the State was put to considerable expense in connection with the suit.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by L. E. Parsons/ER

Encl.

cc J. M. Devers

RECEIVED
APR 30 1937
FOR FILING

1a

April 29, 1937

Mr. James L. Conley
Attorney and Counsellor at Law
1312 Public Service Building
Portland, Oregon

Dear Mr. Conley:

Responding to your request of April 23, I am enclosing copies of assignments and correspondence in the matter of the assigning of moneys due C. R. Johnson in connection with his contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, in Lake County, Contract No. 1306.

I trust that this is the information you desire. I regret the delay in sending you this information but I did not receive the letter until it was too late to be answered before the meeting of the Highway Commission this week and I have only returned from that meeting this morning.

I might add that the enclosed matter is certified, which I presume is what you desire, although you did not specifically so state.

Very truly yours,

Secretary

HBG:MBL

#1305

Filed Cf

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
1312 PUBLIC SERVICE BUILDING
PORTLAND, OREGON

April 23rd, 1937

Mr. H. B. Glaisyer,
c/o State Highway Comm.,
Salem, Ore.

Re: C. R. JOHNSON, contract No. 1305; Lakeview-Burns Highway.

Dear Glaisyer:

After the above contract had progressed for some time, Mr. Johnson became involved in difficulties with creditors and an arrangement was made whereby Johnson assigned to the Bank of California all sums due or to become due in the way of estimates under the above contract. The assignment made by Mr. Johnson was an outright unconditional assignment and my recollection is that the original was filed with your office. It is also my recollection that your department then insisted that the assignment be on your regular forms, or at least in conformity with your forms of assignment, which makes assignments subject to labor and material claims. Bank of California, you will recall, sued the Highway Commission for the balance in its hands under the assignment held by it. That case is approaching trial at the present time. I am not able to find my correspondence with your department with respect to the form of assignment. I wish, therefore, if it is not imposing too much on you, that you would furnish me from your files, with copies of all general assignments from Johnson to the Bank of California, and copies of all correspondence between your office and mine with respect to such assignments. It will not be necessary to furnish copies of monthly estimate assignments which I believe were signed at the time of the respective payments.

For your information in the examination of your file I will say that the position of the bank is that the Highway Department had no legal right to impose conditions upon the assignment by Mr. Johnson.

Thanking you, indeed, for furnishing me this information, if you will be so kind, I am

Very truly yours,

Jas. L. Conley

JAS. L. CONLEY

Feb. 11. 1932

JLC:RA

ANSWERED
H.B.G.

#1305

RECEIVED
MAR 15 1937
FOR FILING

1-a

March 13, 1937

Mr. J. M. Devers
Attorney
OFFICE

Dear Sir:

Mr. Fred Paulus, Deputy State Treasurer, phoned me yesterday about the J. B. Jones claim against the bond furnished by C. R. Johnson in connection with his state highway contract on the Lakeview-Burns Highway several years ago.

Mr. Paulus stated that the Jones' claim had been taken care of and he wanted us to have the information so we would not make a duplicate payment.

You will recall that the Union Indemnity Company wrote Johnson's bond and later the company failed and this matter has come up, I presume, in connection with the liquidation of the Union Indemnity Company's accounts in Oregon.

We still owe Johnson some $7,000 or $8,000 in connection with this job and I thought that you should have this information before this money is released.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

cc - Mr. Baldock

RECEIVED
MAR 11 1937
FOR FILING
FLP 1-L

March 11, 1937

Mr. James L. Conley
Attorney and Counselor at Law
1312 Public Service Building
Portland, Oregon

Dear Mr. Conley:

Replying to yours of the 10th instant regarding amounts due G. R. Johnson from the State Highway Commission in connection with his contract No. 1305 on the Lakeview-Burns Highway wish to say that there are three unpaid estimates in our hands, as follows:

Estimate No. 13	in the amount of	$4,430.30
Estimate No. 14	in the amount of	2,163.30
Estimate No. 15	(final)	4,297.93

The final estimate, No. 15, is in the form of a voucher. Estimates No. 13 and No. 14 are represented by warrants.

I trust that I have given you the information that you want. If not, please advise and I will gladly make another attempt.

Very truly yours,

H. B. Glaisyer
Secretary

HBG:AM

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
1312 PUBLIC SERVICE BUILDING
PORTLAND, OREGON

RECEIVED
MAR 11 1937
OREGON
STATE HIGHWAY COMMISSION

March 10, 1937

Mr. H. B. Glaisyer, Secy.,
Oregon State Highway Comm.,
Salem, Ore.

Dear Glaisyer:

Re: C. R. Johnson - Contract No. 1305
Lakeview-Burns Highway

I wrote Mr. Devers on the 8th inst. asking for the amount of the balance in the hands of the State Highway Commission in connection with the above contract. I have just had Mr. Devers reply in which he states that the final voucher is in the sum of $4,297.93. I guess he misunderstood my letter, as I asked for the total amount remaining in your hands. It is my understanding that there are at least three estimates unpaid. We have under consideration the settlement of the controversy over these funds and it is essential that I know the exact amount in your hands. I would appreciate, therefore, your advising me as to just what you have.

I am addressing this second letter to you inasmuch as Mr. Devers would probably have to come to you anyway.

Very truly yours,

Jas. L. Conley

JAS. L. CONLEY

JLC:RA

Est. #13 - $4,430.30 } warrants held.
Est. #14 - $2,163.30 }
Final → Est. #15 - $4,297.93 - Signed voucher held. See Reverse.

ANSWERED
H. B. G.

1-a

Contract

OREGON STATE HIGHWAY COMMISSION

May 18, 1935

Honorable Charles H. Martin
Governor of Oregon
Supreme Court Building

Dear Sir:

Relative to the communication from Homer F. Dickson concerning the claim against C. R. Johnson, contractor:

The only job of which I have any information, involving C. R. Johnson and his many unpaid claims, is his job down in Lake County. Mr. Johnson defaulted in the contract and his surety company went broke with the result that there were many unpaid claims. When creditors began attaching the money in the hands of the Highway Commission earned under the Johnson contract, this department instituted a court proceeding and took all of the money into court and notified, as far as we were able to do so, the various creditors, giving them a chance to appear and share in the funds. Such creditors were also permitted to share in the securities deposited in the State Treasury, but even the amount of securities deposited with the State Treasurer and the amount owed by the State under the Johnson contract was not nearly enough to pay the claims.

It appears that Mr. Johnson, instead of applying the money earned under the contract to the payment of his debts incurred in connection with his job, otherwise appropriated the money and left his claims unpaid.

All of these matters are still in litigation, although the Highway Commission has done everything possible to expedite a settlement. The Commission was not obligated to go to the extent it did to protect creditors and help them share in the funds, but adopted that course as a matter of equity. If all of the creditors and litigants could get together, the funds available could be distributed, but although the legal department has made a strenuous effort to bring about an amicable settlement, nothing definite has yet been accomplished.

Mr. Devers advises that the attorneys representing the various creditors are now attempting to get together and stipulate so that the money held by the State Highway Commission and the securities held by the State Treasurer may be distributed on some equitable basis by the various creditors. We are, of course, willing to do all we can legally to assist in this settlement.

Very truly yours,

RHB:HI

State Highway Engineer

1500 4-35
COMMISSIONERS
HENRY F. CABELL, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

May 13, 1935

IN REPLY PLEASE
REFER TO FILE NO.

Mr. R. H. Baldock,
Office.

Dear Sir:

I am returning the letter which you sent to me and which was written by Homer F. Dickson to Governor Martin concerning a claim against C. R. Johnson.

The only job of which I have any information involving C. R. Johnson and his many unpaid claims is his job down in Lake County. Mr. Johnson defaulted in the contract and his surety company went broke with the result that there were many unpaid claims. When creditors began attaching the money in the hands of the Highway Commission earned under the Johnson contract this department instituted a court proceeding and took all of the money into court and notified,as far as we were able to do so,the various creditors, giving them a chance to appear and share in the funds. Such creditors were also permitted to share in the securities deposited in the State Treasury, but even the amount of securities deposited with the State Treasurer and the amount owed by the State under the Johnson contract was not nearly enough to pay the claims.

It appears that Mr. Johnson,instead of applying the money earned under the contract to the payment of his debts incurred in connection with his job,otherwise appropriated the money and left his claims unpaid.

All of these matters are still in litigation, although the Highway Commission has done everything possible to expedite a settlement. The Commission was not obligated to go to the extent it did to protect creditors and help them share in the funds, but adopted that course as a matter of equity. If all of the creditors and litigants could get together the funds available could be distributed, but although the legal department has made a strenuous effort to bring about an amicable settlement nothing definite has yet been accomplished.

Yours very truly,

JMD

JMD:PW
Inc.

J. M. DEVERS

P. S. Since dictating the above letter I was called at my home last night by telephone and learned that the attorneys representing the various creditors are now attempting to get together and stipulate so that the money held by the State Highway Commission and the securities held by the State Treasurer may be distributed on some equitable basis by the various creditors. The controversy should, I think, be terminated very shortly.

J. M. D.

Seaside, Oregon
April 27, 1935

COPY

Governor Charles Martin
Salem, Oregon

Dear Sir:

I would like to call your attention to a situation that has existed for over two years which I think is inexcusable and which could be clarified very easily if your office would make a few inquiries.

In the summer of 1932, a road contractor, C. R. Johnson by name, failed and left many obligations outstanding. These obligations were guaranteed by the Bond Company who in turn failed, leaving their State Deposit Fee to satisfy the Creditors. The majority of the creditors were people of limited means who have needed the money badly and have failed to receive any definite assurance when the returns will be forthcoming.

Such conditions existing in our legal machinery are beyond the understanding of the majority of the people and I believe an investigation by your office would help bring matters to a head.

Very truly yours,

(Sgd) HOMER F. DICKSON

Re disposal of monies earned
under C. R Johnson Contract
in Lake Co.
Receiver for Bonding Co. [illegible]
State [illegible]
claim.

Dear Sir:

Attached hereto is a copy of a letter from D. E. Cameron, Ancillary Receiver for the Union Indemnity Company, claiming funds remaining in our hands in the way of unpaid estimates to C. R. Johnson in connection with the contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, and advising that any payment made by the State other than to him will be made at the State's peril.

I also attach a copy of a letter directed to me by James L. Comley, Attorney for Union Indemnity Company, emphasizing Mr. Cameron's letter in order to prevent any payment to Mrs. Hotchkiss who has secured a judgment against the contractor.

In view of these letters, will you kindly instruct the Auditor to withhold from payment all funds now due or to become due C. R. Johnson in connection with his contract until further advised by the Attorney or this office that it is satisfactory to release them.

Very truly yours

Secretary

HBG:AJ

cc Mr. Baldock
Mr. Carl Smith
Mr. Devers

June 8, 1933

Mr. S. H. Probert, Office Engineer
Office

Dear Sir:

Attached hereto is a copy of a letter from D. H. Cameron, Ancillary Receiver for the Union Indemnity Company, claiming funds remaining in our hands in the way of unpaid estimates to C. R. Johnson in connection with the contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, and advising that any payment made by the State other than to him will be made at the State's peril.

I also attach a copy of a letter directed to me by James L. Conley, Attorney for Union Indemnity Company, emphasizing Mr. Cameron's letter in order to prevent any payment to Mrs. Hotchkiss who has secured a judgment against the contractor.

In view of these letters, will you kindly instruct the Auditor to withhold from payment all funds now due or to become due C. R. Johnson in connection with his contract until further advised by the Attorney or this office that it is satisfactory to release them.

Very truly yours

Secretary

HBG:AJ

cc Mr. Baldock
   Mr. Carl Smith
   Mr. Devers

JAMES L. CONLEY
ATTORNEY AND COUNSELOR AT LAW
FAILING BUILDING
PORTLAND, OREGON

June 1, 1933.

Mr. H. B. Glaisyer,
Oregon State Highway Dept.,
Salem, Oregon.

Dear Mr. Glaisyer:

I enclose herewith formal letter of Mr. Cameron, Receiver for Union Indemnity Company, which I wish you to file and bring to the attention of the Commission in order to prevent any ill-advised payment to Mrs. Hotchkiss. I will appreciate this courtesy on your part. I understand that Mr. Devers is away.

Very truly yours,

Jas. L. Conley

JLC:CC
enc 1

Wrote [illegible] & [illegible], Probst, [illegible], [illegible] to hold up all payments.

RECEIVED
JUN 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

UNION INDEMNITY COMPANY
D. H. CAMERON ANCILLARY RECEIVER FOR OREGON
812 FAILING BUILDING
PORTLAND, OREGON

J. L. CONLEY ATTORNEY

June 1, 1933.

Oregon State Highway Department,
Salem, Oregon.

Re: C. R. JOHNSON-Valley Falls-Pike Ranch Section
Lakeview-Burns Highway

Gentlemen:

You have been previously advised that any funds remaining in your hands in the way of unpaid estimates to the contractor on the above contract are claimed by Union Indemnity Company. Because of information which I have just received that an attempt is being made by Carson & Carson, Attorneys of Salem representing a Mrs. Hotchkiss, to obtain possession of such funds or a portion thereof, I deem it advisable to again say to you that these funds belong to the undersigned as Ancillary Receiver for Union Indemnity Company for the State of Oregon.

It is the intention of the undersigned to intervene in the case now pending by the bank of California against the State of Oregon for the recovery of these funds or a portion thereof under assignment and to claim all funds in excess of the amount to which the bank is entitled,as assets of the Receivership. There are many other claimants such as Mrs. Hotchkiss who are equally entitled to payment. For this reason the undersigned will claim the funds for general distribution to all claimants instead of having one claimant preferred over another as would be the case if Mrs. Hotchkiss' claim were paid in full out of such funds. You are, therefore, advised that any payment made by the State to Mrs. Hotchkiss is made at its peril.

I may add that I am advised that the attachment in the Hotchkiss case as well as the judgment taken in the case against Union Indemnity Company are a nullity as a matter of law.

Very truly yours,

RECEIVED
JUN 2 - 1933
OREGON
STATE HIGHWAY COMMISSION

D H Cameron
Ancillary Receiver for Oregon

DHC:CC

Ref' Ac

May 29, 1933.

Mr. W. E. Cameron
C/o Senn & Recken, Lawyers
908 Public Service Building
Portland, Oregon

Dear Sir:

Reference is made to your letter of May 26th concerning a certain claim in the sum of $88.77 filed in this office against the C. R. Johnson contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We presume that you have reference to the claim of the Miller Machine Works which was filed by Attorney T. S. McKinney.

The contract to which you refer has been completed but final payment has not been made because the contract is very much involved by outstanding claims. It is my understanding that this matter is now in the courts and I am sure that the State Highway Commission will not approve the release of any funds that are due for work performed until a decision has been rendered by the court. No doubt the Commission will act in accordance with the courts instructions.

You are probably aware of the fact that the Union Indemnity Company, which furnished the bond in connection with this contract, has gone into the hands of the receiver. Mr. James L. Conley, Failing Building, Portland, is the Attorney for the receiver and Mr. D. H. Cameron, Weatherly Building, Portland, is ancillary receiver.

Yours very truly
STATE HIGHWAY COMMISSION

By

Secretary

HBG:MC

May 27, 1933

H. B. G.

Reference is made to the attached letter of W. E. Cameron, of the law firm of Senn& Recken, regarding a claim filed in the sum of $88.77, against C. R. Johnson, Cont. #1305 -

Please be advised that the only claim in the above amount we have record of was filed by Atty. T. S. McKinney for the Miller Machine Works.

The above contract was completed on July 221,1932 and at that time we consider the date of acceptance as being the same date.

At present we are holding two warrants on this contract being in the sums of $4,430.30 and $2,163.30.

Mr. Jas. L. Conley is attorney for the received for the surety company and Mr. D. H. Cameron, Weatherly Bldg., Portland is Ancillary receiver.

If these people had stated who they filed the claim for I perhaps could have given more information.

J. McF.

F. S. SENN
L. A. RECKEN
W. E. CAMERON
JAMES ARTHUR POWERS

SENN & RECKEN
LAWYERS
908 PUBLIC SERVICE BUILDING
OFFICE PHONE: ATWATER 0972

PORTLAND, OREGON

May 26, 1933

RECEIVED
MAY 27 1933
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen: During the fall of 1932 there was filed with your office a claim for work and labor furnished C. R. Johnson, the claim being in the sum of $88.77. The claim was filed against C. R. Johnson as principal and the Union Indemnity Company as surety on the contract of Mr. Johnson in the building and constructing a certain portion of a highway referred to as Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We would appreciate your giving us the status of the above claim.

Very truly yours,

W. E. Cameron

WEC:M

Jess: what is status of these?
[illegible]

Warrants in amt.
$4,430.30 + $2,163.30

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

No. 8

April 26, 1933

RECEIVED
APR 27 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Final inspection of Oregon F.L.H.P. E-1-A, Valley Falls-Pike Ranch section of the Lakeview-Burns Highway, was made by a representative of this office on April 13, 1933. Prompt submission of the final voucher will be appreciated.

Very truly yours,

W. H. LYNCH
District Engineer

By LJCaufield
L. J. Caufield
Highway Engineer

#1305

5 LB. 1a

March 16, 1933

Liquidators
301-5 Pacific Building
Portland, Oregon

Gentlemen: Attention Mr. G. E. Dickens

Reply is made to your letter of March 13 directed to Hal E. Hoss, Secretary of State, regarding the claim of J. D. House against C. R. Johnson, highway contractor, in the sum of $600 for services rendered Mr. Johnson in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Our records show that Mr. House's claim was filed with the Secretary of State on August 31, 1932, in the sum of $628.33. Copy of this claim is in our files.

This contract is somewhat involved inasmuch as there are many outstanding claims against the project; further, the surety on the bond furnished by Mr. Johnson in connection with this project is now in the hands of the receiver. All funds owing Mr. Johnson by the State Highway Commission are being held pending decision of the Courts as to whom this money should be paid.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 15 1933
OREGON
STATE HIGHWAY COMMISSION

March 14, 1933

State Highway Commission
Salem, Oregon.

Gentlemen:

We are enclosing a letter from the LIQUIDATORS in connection with a claim by J. D. House.

Our records show that the claim referred to in the letter, was filed in this office August 31, 1932 and was in the amount of $628.33 against the bond taken from C. R. Johnson, principal, and the Union Indemnity Company, surety, State Highway Contract No. 1305.

We have advised Mr. Dickens regarding the claim and are referring the letter to you for information as to the filing an attachment, etc.

Yours very truly,

Hal E. Hoss

Secretary of State.

EL

BEacon 6272
BEacon 6273

BONDED BY UNITED STATES
FIDELITY & GUARANTY CO.

LIQUIDATORS
301-5 Pacific Building
PORTLAND, OREGON

March 13, 1933.

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir: #26569

It is our understanding that a man by the name of J. D. House has a claim of approximately $600.00 filed with your department to be paid from funds to be realized from bonds deposited with the State on highway construction in Eastern Oregon. We do not know the name of the bonding company but we believe the contractors may have been McNutt & Pile and that the highway construction was in Lake County near Valley Falls and Lakeview. Mr. House ran the boarding or cook concession.

We are wondering if it would be possible for you to advise us if Mr. House has a claim filed and, if so, with whom am attachment should be filed in an effort to collect an account against him. In other words, we want to learn who will pay him in the event he is paid.

We enclose a stamped and addressed envelope and will appreciate your favoring us in any way possible.

Yours very truly,

LIQUIDATORS,

By G. E. Dicken

GED:W

RECEIVED
MAR 15 1933
OREGON
STATE HIGHWAY COMMISSION

Respectfully referred to State "ighway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
MAR 1[illegible] 1933
HAL E. HOSS

Iip-1a

March 27, 1933

Mr. Leslie M. Scott, Chairman
State Highway Commission
Yeon Building
Portland, Oregon

Dear Mr. Scott:

Several days ago you asked me to write Mr. Alward, Manager of The Bank of California, Portland, and state the reason why the Commission has decided to withhold further payments to C. R. Johnson in connection with his contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway until the courts have decided to whom the balance of funds owing to Mr. Johnson should be paid. I did this and Mr. Alward then requested that I send him the names and addresses of the claimants, and the amounts of the claims that have been filed in this office against this project. He also asked that I advise him what action is necessary to secure the Union Indemnity Company's deposit in the State Treasurer's office.

I sent this information to Mr. Alward on March 24, and the attached copy of letter is the acknowledgment of the receipt thereof. I thought you would be interested in knowing how this matter was taken care of.

Very truly yours

Secretary

HBG:AJ

THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION

PORTLAND, OREGON

TELEGRAPHIC ADDRESS
"BANKOFCALA"-PORTLAND
CODES USED
A.I.
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C. 5TH EDITION
PETERSON 3RD EDITION

March 25, 1933

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

We thank you for your letter of March 24th giving us the information requested with reference to the status of the C.R. Johnson contract.

We greatly appreciate your courtesy and we shall take steps to investigate our own situation with respect to these claims.

Yours very truly,

H V Alward

H. V. Alward,
Manager.

HVA FK

March 23, 1933

Mr. John Guy Wilson, Attorney at Law
825 Failing Building
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of March 21 in which you request a certified copy of the contract that was awarded to Knute Lien.

Chapter 280, Oregon Laws 1931, provides that an affidavit shall be furnished at the time application is made for a certified copy of a contract. However, we assume that you have immediate need therefor, and for that reason we are handing you a certified copy of State Highway Contract No. 1351, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. The bond is incorporated in the contract. Please send us the required affidavit within the next few days so that our file may be complete.

There is no charge for the certified copy.

Very truly yours

Secretary

AJ

#1331

Lake + Harney

JOHN GUY WILSON
ATTORNEY AT LAW
SUITE 825 FAILING BUILDING
PORTLAND, OREGON
ATWATER 8291

March 21, 1933

Mr. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

As attorney for Union Oil Company of California, who has an unpaid claim for materials furnished Knute Lien on his State Highway Contract No. 1331, I desire a copy of the bond furnished the State of Oregon by said Knute Lien, as principal, and United States Fidelity & Guaranty Company, as surety.

I desire a copy of this bond for the purpose of filing action for client to collect its claim.

Kindly forward me copy of the bond, together with statement of your charge for furnishing same, and I will remit promptly.

Very truly yours

John Guy Wilson

JGW
LAH

Respectfully referred to State Highway Commission for attention

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED

#1331

f-1a

March 22, 1933

C. O. Price, Manager
U. S. Fidelity & Guaranty Co.
Porter Building
Portland, Oregon

Dear Sir:

Enclosed are copies of notices of claims that have been filed with the Secretary of State against the surety bond furnished by Knute Lien in connection with his contract for the surfacing of Valley Falls-Sherman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. The claims are as follows

Burns Garage......................... For materials, supplies, and services rendered	$ 253.84
George M. Shaw................... Repairs and blacksmithing	52.80
D. Dickenson & Son.............. For lumber	95.24

This information is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc Knute Lien
659 Andover Place
Portland, Oregon

March 22, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of March 17 enclosing copies of notice of claim filed by Burns Garage against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours

Secretary

AJ

C. N. Laughrige, Chief Deputy

Hal E. Hoss
SECRETARY OF STATE
SALEM, OREGON

March 17, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

We have filed as of this date, a notice of claim by Burns Garage for materials furnished in the sum of $258.24 against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, surety, for work on the Lakeview-Burns Highway, known as State Project No. 1331.

We have prepared and are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State

NOTICE

Burns, Oregon.
March 13, 1933.

TO

THE STATE OF OREGON,
and to HAL E. HOSS, Secretary of State.

Notice is hereby given that the undersigned, Burns Garage, a corporation, has a claim for materials and supplies furnished and services rendered, to-wit: Gas, Oil, Tires, Parts, repairs, etc. in the sum of $253.24, against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, a corporation, surety, for the faithful performance of that certain contract between Knute Lien and The State of Oregon covering construction on Lakeview-Burns Highway, known as State Project No. 1331.

BURNS GARAGE

By Archie McGowan
Asst. Manager

Endorsed: File No. 2220
Filed March 17, 1933
HAL E. HOSS,
Secretary of State

March 22, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of March 17 enclosing copies of notice of claim filed by George M. Shaw against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1351, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours

Secretary

AN

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR [illegible]

March 17, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received and filed today, a notice of claim by George M. Shaw for materials furnished in the sum of $52.60 against the bond taken from Knute Lien, principal, and U. S. Fidelity & Guaranty Company, surety, for work on the Lakeview-Burns Highway, State Project No. 1331.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State

H m

NOTICE

Burns, Ore.
March 15, 1933.

TO

THE STATE OF OREGON,
and to HAL E. HOSS, Secretary of State,

Notice is hereby given that the undersigned, George M. Shaw, has a claim for materials furnished and services rendered, to-wit: Repairs to contracting equipment and general blacksmithing services furnished and performed inthe sum of $52.60. That said claim is against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, a corporation, surety, for the faithful performance of that certain contract between Knute Lien and the State of Oregon covering construction on Lakeview-Burns Highway, known as State Project No. 1331.

GEORGE M. SHAW

Endorsed: File No. 2219
Filed March 17, 1933
HAL E. HOSS,
Secretary of State

March 22, 1933

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of March 17 enclosing copies of notice of claim filed by D. Dickenson & Son against the surety bond furnished by Knute Lien in connection with State Highway Contract No. 1331, surfacing of Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
MAR 22 1933
OREGON

March 17, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We have received from Charles B. Foley, Attorney, Burns, Oregon, and filed as of this date a notice of claim by D. Dickenson & Son for materials furnished in the sum of $95.24 against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, surety, for work on the Lakeview-Burns Highway, State Project No. 1331.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State

HM

NOTICE

Burns, Oregon.

March 15, 1933.

TO

THE STATE OF OREGON,
and to HAL E. HOSS, Secretary of State.

Notice hereby is given that the undersigned, D. Dickenson & Son, a co-partnership composed of D. Dickenson and Ora Dickenson, has a claim for materials, to-wit, lumber, furnished in the sum of $95.24 against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, a corporation, surety, for the faithful performance of that certain contract between Knute Lien and the State of Oregon covering construction on Lakeview-Burns Highway, known as State Project No. 1331.

D. DICKENSON & SON

By D. Dickenson
Partner and Manager.

* * * * * * * * * * * * *

AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF Harney)

I, D. Dickenson, being first duly sworn, say that I am manager of D. Dickenson & Son, a co-partnership composed of myself and my son, Ora Dickenson, which is engaged in the lumber business at Burns, Oregon; that said co-partnership furnished to Knute Lien, and to J. J. Fuller, sub-contractor under Knute Lien, lumber for use in connection with, and which was used in connection with construction work on Lakeview-Burns Highway, being State of Oregon Project No. 1331; that the lumber so furnished had a reasonable and agreed value of $95.24 and that no part of such sum has been paid by Knute Lien, or J. J. Fuller, sub-contractor, and that the full sum of $95.24 is still due, owing and unpaid.

That I Make this affidavit and furnish it to Hal E. Hoss, Secretary of State of the State of Oregon, in compliance with the provisions of Chapter 280, Oregon Laws 1931, for the purpose of obtaining a copy of the contract between the State of Oregon and Knute Lien covering the said construction under State Project No. 1331, and a copy of the bond furnished to the State of Oregon by said Knute Lien as and for security for the faithful performance of said contract.

D. DICKENSON

Subscribed and sworn to before me this 15th day of March, 1933.

(SEAL)

CHAS. B. FOLEY
Notary Public for Oregon
My commission expires: Jan. 11, 1936.

Endorsed: File No. 2218
Filed March 17, 1933
HAL E. HOSS, Secretary of State

NOTICE

Burns, Oregon.

March 15, 1933.

TO

THE STATE OF OREGON,
and to HAL E. HOSS, Secretary of State.

Notice hereby is given that the undersigned, D. Dickenson & Son, a co-partnership composed of D. Dickenson and Ora Dickenson, has a claim for materials, to-wit, lumber, furnished in the sum of $95.24 against the bond taken from Knute Lien, principal, and United States Fidelity & Guaranty Company, a corporation, surety, for the faithful performance of that certain contract between Knute Lien and the State of Oregon covering construction on Lakeview-Burns Highway, known as State Project No. 1331.

D. DICKENSON & SON

By D. Dickenson
Partner and Manager.

* * * * * * * * * * * * * * *

AFFIDAVIT

STATE OF OREGON)
) ss.
COUNTY OF Harney)

I, D. Dickenson, being first duly sworn, say that I am manager of D. Dickenson & Son, a co-partnership composed of myself and my son, Ora Dickenson, which is engaged in the lumber business at Burns, Oregon; that said co-partnership furnished to Knute Lien, and to J. J. Fuller, sub-contractor under Knute Lien, lumber for use in connection with, and which was used in connection with construction work on Lakeview-Burns Highway, being State of Oregon Project No. 1331; that the lumber so furnished had a reasonable and agreed value of $95.24 and that no part of such sum has been paid by Knute Lien, or J. J. Fuller, sub-contractor, and that the full sum of $95.24 is still due, owing and unpaid.

That I Make this affidavit and furnish it to Hal E. Hoss, Secretary of State of the State of Oregon, in compliance with the provisions of Chapter 280, Oregon Laws 1931, for the purpose of obtaining a copy of the contract between the State of Oregon and Knute Lien covering the said construction under State Project No. 1331, and a copy of the bond furnished to the State of Oregon by said Knute Lien as and for security for the faithful performance of said contract.

D. DICKENSON

Subscribed and sworn to before me this 15th day of March, 1933.

(SEAL)

CHAS. B. FOLEY
Notary Public for Oregon
My commission expires: Jan. 11, 1936.

Endorsed: File No. 2218
Filed March 17, 1933
HAL E. HOSS, Secretary of State

Flp-late

March 24, 1933

Mr. H. V. Alward, Manager
The Bank of California N. A.
Portland, Oregon

Dear Mr. Alward:

Reference is made to our telephone conversation a few days ago regarding the C. R. Johnson contract with the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305. In conformance with your request I am inclosing a list of the claims which have been filed in this office against this job, together with the addresses of the claimants and the amounts of the claims. We have no knowledge that any of such claims have been satisfied.

Our records show that the Union Indemnity Company appears as surety on the bonds furnished by Roy L. Houck in connection with two contracts awarded him by the State Highway Commission for highway construction in Curry County.

Contract No. 1340 with Mr. Houck is for the construction of the Port Orford-Euchre Creek Section of the Oregon Coast Highway. The following claims are of record in this office against this contract:

> A. Schubach, c/o C. H. Buffington, Gold Beach, Oregon; Claim against Cascade Investment Company, subcontractor, for damages; amount of claim not stated.
>
> Cascade Investment Company, Portland, Oregon; claim against Roy L. Houck for subcontract work performed, including labor and material; amount of claim $460.84.

Contract No. 1405 with Mr. Houck is for the construction of the First Hughes Section of Secondary Highway No. 250 in Curry County. To date there have been no claims filed in this office against this contract.

You asked me to advise you what action is necessary to secure the deposit of the Union Indemnity Company in the office of the State Treasurer. I believe that the letter of the Deputy State Treasurer directed to Mr. J. M. Devers, Attorney for the Commission, under date of January 14, 1933 will give you the desired information. Copy of this letter is inclosed.

Very truly yours

Secretary

HBG:jn
c.c. Mr. J. M. Devers

March 8, 1933

Mr. S. H. Probert

Office

Dear Sir:

Pursuant to the Commission minutes of March 1, you are hereby instructed to withhold any farther payments to Mr. Johnson or the Bank of California on the C. R. Johnson contract for the grading of the Valley Falls-Pike Ranch Section.

Very truly yours

State Highway Engineer

RHB:HI

#1305

188-1a

March 4, 1935

Mr. T. S. McKinney
Attorney at Law
Lakeview, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 27 and the affidavit signed by A. F. Miller.

In accordance with your request we are enclosing a certified copy of the contract and bond in connection with State Highway Contract No. 1305 which was awarded by the State Highway Commission to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours

Secretary

AJ

T. S. McKINNEY
Attorney at Law
LAKEVIEW, OREGON

February 27th, 1933.

Mr. H. B. Glaisyer,
Secretary State Highway Commission,
Salem, Oregon.

Dear Sir:-

I am enclosing an affidavit signed by Mr. A. F. Miller of the Miller Machine Works, in connection with his claim against C. R. Johnson, Contractor in the Lakeview-Burns Highway.

I wish you would kindly send us a copy of Mr. Johnson's contract and a copy of his bond in connection with the contract. Also, you might give us Mr. Johnson's present address if you have same.

Yours very truly,

T. S. McKinney

In the Matter of the Claim :
of Miller Machine Works, :
Lakeview, Oregon, :
:
vs. : AFFIDAVIT.
:
C. R. Johnson, Contractor. :

- - - - - - - - - - - - - - - -

STATE OF OREGON, :
: SS.
COUNTY OF LAKE. :

I, A. F. Miller, after being first duly sworn, depose and say:

That I am the Manager of Miller Machine Works of Lakeview, Oregon, and that said Miller Machine Works has a claim against C. R. Johnson, Contractor on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, in the sum of $88.77 for labor and materials furnished to the said C. R. Johnson while engaged in the construction of said section of highway; that said labor and materials were furnished at the request of the said C. R. Johnson, and no part of the account has been paid.

A. F. Miller.

Subscribed and sworn to before me this the 28th day of February, 1933.

T. S. McKinney
Notary Public for Oregon.

My Commission Expires May 30th, 1933.

February 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering covering the Valley Falls-Pike Ranch Section, Federal Lands Highway Project No. 1-A.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department   Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Substitute estimate for vouchering. Based on low bid prices.)

Salem, Oregon, February 17, 1938

Roadway Thru Unappropriated and Unreserved Federal Lands:
(Sta. 182/10 to 320/90; 476/91 to 828/35; 902/20 to 912/48;
919/48 to 939/10; 1002/05 to 1068/55; 1071/10 to 1164/85.7)

State Contract No. 1305:

All Required		Clearing and Grubbing		$ 385.16
88,000	cu. yds.	Excavation, Single Classif.	$0.40	35,200.00
27,000	cu. yds.	Common Excavation	0.22	5,940.00
3,500	cu. yds.	Solid Rock Excavation	0.90	3,150.00
54,000	yd. sta.	Overhaul	0.02	1,080.00
2,500	cu. yds.	Earth Cushion	0.30	750.00
2,500	yd. mi.	Earth Cushion Haul	0.18	450.00
1,900	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	2,470.00
560	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	924.00
220	lin. ft.	36" Corr. Galv. Iron Pipe	3.50	770.00
				$ 48,957.66

State Contract No. 1331:

5,500	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 1,760.00
550	cu. yds.	Truck Hauled Filler	0.15	82.50
9,600	yd. mi.	Hauling Gravel	0.08	768.00
900	yd. mi.	Hauling Filler	0.08	72.00
				$ 2,682.50

Sub-total	$ 51,640.16
10% Engr. & Cont.	5,164.01
Total..................	$ 56,804.17

Length	14.730 miles
Cost per mile	$ 3,856.36

#1315

Roadway Thru Other Lands:
(Sta. 380/38 to 476/31; 889/35 to 902/50; 915/85 to 919/42; 983/10 to 1006/35; 1055/05 to 1071/10)

State Contract No. 1305:

All Required		Clearing and Grubbing		$ 146.84
15,000	cu. yds.	Excavation, Single Classif.	$ 0.40	6,000.00
11,000	cu. yds.	Common Excavation	0.22	2,420.00
4,500	cu. yds.	Solid Rock Excavation	0.90	4,050.00
16,000	yd. sta.	Overhaul	0.02	320.00
500	cu. yds.	Earth Cushion	0.30	150.00
500	yd. mi.	Earth Cushion Haul	0.18	90.00
400	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	520.00
40	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	66.00
				$ 13,762.84

State Contract No.1321:

2,400	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 768.00
250	cu. yds.	Truck-hauled Filler	0.15	37.50
4,100	yd. mi.	Hauling Gravel	0.08	328.00
400	yd. mi.	Hauling Filler	0.08	32.00
				$ 1,165.50

Sub-total	$ 14,928.34
10% Engr. & Cont.	1,492.83
Total	$ 16,421.17

Length	3.910 miles
Cost per mile	$ 4,199.78

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1930
State Funds for Maintenance: Chap. 41, laws 1937

#1305

78P-100

February 25, 1933

Mr. Hal E. Hoss,
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of February 24 enclosing copies of notice of claim which were filed by Miller Machine Works against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Malheur County.

In accordance with our usual practice, we are today forwarding copies of the notice to the contractor and his surety.

Very truly yours

Secretary

AJ

February 25, 1933

Union Indemnity Company
% Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

We are handing you copy of notice of claim that has been filed with the Secretary of State by Miller Machine Works against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1505, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Said claim is in the sum of $88.77 and is for labor and materials furnished in connection with the above-described project.

This notice is given you as you appear as surety on the contractor's bond.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

February 24, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

We have received from T. S. McKinney, Attorney at Law, Lakeview, Oregon, and filed as of this date, a notice of claim by Miller Machine Works for labor and materials furnished in the sum of $88.77 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

RECEIVED
FEB 25 1933
OREGON
STATE HIGHWAY COMMISSION

COPY

In the Matter of the Claim of :
Miller Machine Works, Lakeview, :
Oregon, :
vs. :
:
C. R. Johnson, Contractor :

AMENDED CLAIM.

- - - - - - - - - - - - - - - -

TO THE STATE OF OREGON, AND THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned, A. F. Miller, doing business under the firm name and style of Miller Machine Works, Lakeview, Oregon, has a claim for the following indicated labor and materials furnished, to-wit:

1932

March	11.	Welding boom on shovel,	$ 7.50
	12.	Welding crankcase for compressor,	12.00
	13.	Material furnished,	.50
	14.	Building up clutches,	5.00
		Material, (48 lbs. of plates for truck),	3.68
	15.	Material, (28 lbs. of plates for shovel),	2.24
	16.	Labor on plates,	7.50
	17.	Welding same to boom,	15.00
	18.	Welding same to boom,	15.00
		Welding bucket hook,	2.00
June	3.	Welding bucket catch,	2.00
	23.	Welding crank for scraper,	2.50
		Planing out clutches,	3.00
		Brake band bolts to order,	3.00
May	10.	Pin for clevis,	1.00
		Welding scraper to handle,	1.25
June	10.	One turned pin to order,	2.50
	26.	One 1x4 machine bolt, turned,	1.00
		Two 1" hex nuts,	.20
		One 1x4½ bolt turned,	.40
		Welding oil pump,	1.50

in the total sum of $88.77 against the bond taken from C. R. Johnson as principal, and the Union Indemnity Company as surety upon such bond, for the contract work awarded to the said C. R. Johnson to build and construct a certain portion of highway referred to as the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Miller Machine Works,

By Albert F. Miller
Manager.

Endorsed: File No. 2205
Filed February 24, 1933
HAL E. HOSS,
Secretary of State

C. R. Johnson matter

claims against
Contract #1305 [illegible]
Valley Falls - Pike Ranch [illegible]
of Lakeview - Burns Highway

2-9-33

ke Ranch Section of the Lakeview-Burns

		unt	To whom payed	Date of payment
		9.95	C. R. Johnson	Aug, 26, 1931
		.22	C. R. Johnson	Sept, 26, 1931
		.48	C. R. Johnson	Oct, 27, 1931
4	Oct, 10, to Nov 10, 1931	$3,469.67	C. R. Johnson	Nov, 25, 1931
5	Nov, 10, to Dec10, 1931	$2,423.94	C. R. Johnson	Dec, 29, 1931
6	Dec, 10 to Jan 10, 1932	$ 930.07	C. R. Johnson	Jan, 28, 1932
7	Jan 10 to Feb, 10, 1932	$2,465.00	Bk. of Calif.	Mar, 3, 1932
8	Feb 10 to Mar, 10, 1932	$4,136.85	Bank of Calif.	April 1, 1932
9	Mar 10 to Apr, 10, 1932	$5,698.14	Bank of Calif.	May 5, 1932
10	Apr 10 to May 10, 1932	$7,710.88	Bank of Calif.	May 28, 1932
11	May 10 to June 10 1932	$8,747.00	Bank of Calif.	June 28, 1932
12	June 10 to July 10, 1932	$6,226.34	Bank of Calif.	July 28, 1932
13	July 10 to July 22, 1932	$4,430.30*	Bank of Calif.	*Warrant being held
14 S F	To July 22, 1932	$2,163.30*	Bank of Calif.	*Warrant being held
15 Final	To July 22, 1932	$4,147.42# [illegible] 1.02	Voucher for final payment mailed to Johnson on Nov, 30, 1932. Has not yet been returned.	

Starting with Est. #7 all payments were assigned to the Bank of California, Portland.

Contract completed on July 22, 1932 - was accepted by the Highway Commission on Aug, 5th

5-9-33

Contract No. 1305 - Valley Falls-Pike RanchSection of the Lakeview-Burns Highway - C. R. Johnson -

Est. No.	Dates when work performed	amount	To whom payed	Date of payment
1	July 20 to Aug, 10, 1931	$2,589.95	C. R. Johnson	Aug, 26, 1931
2	Aug, 10 to Sept, 10, 1931	$1,915.28	C. R. Johnson	Sept, 26, 1931
3	Sept, 10 to Oct, 10, 1931	$3,849.48	C. R. Johnson	Oct, 27, 1931
4	Oct, 10, to Nov 10, 1931	$3,469.67	C. R. Johnson	Nov, 25, 1931
5	Nov, 10, to Dec10, 1931	$2,423.94	C. R. Johnson	Dec, 29, 1931
6	Dec, 10 to Jan 10, 1932	$ 930.07	C. R. Johnson	Jan, 28, 1932
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10	Apr 10 to May 10, 1932	$7,710.28	Bank of Calif.	May 28, 1932
11	May 10 to June 10 1932	$8,747.00	Bank of Calif.	June 28, 1932
12	June 10 to July 10, 1932	$6,226.54	Bank of Calif.	July 28, 1932
13	July 10 to July 22, 1932	$4,430.30*	Bank of Calif.	*Warrant being held
14 S F	To July 22, 1932	$2,163.50*	Bank of Calif.	*Warrant being held
15 Final	To July 22, 1932	$4,147.42#	Voucher for final payment mailed to Johnson on Nov, 30, 1932. Has not yet been returned.	

Starting with Est. #7 all payments were assigned to the Bank of California, Portland.

Contract completed on July 22, 1932 - was accepted by the Highway Commission on Aug, 5th

Contract No. 1305 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway - C. R. Johnson -

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Starting with Est. #7 all payments were assigned to the Bank of California, Portland.

Contract completed on July 22, 1932 - was accepted by the Highway Commission on Aug, 5th

CLAIMS AGAINST C. R. JOHNSON IN CONNECTION WITH STATE HIGHWAY CONTRACT NO. 1305 - VALLEY FALLS-PIKE RANCH SECTION

I. M. Ivancovich, Rt. 8, Box 358, Portland	
Claim against R. A. Freeman, subcontractor for hauling	$ 208.00
Associated Oil Company, Portland	
Claim against John Palmer, subcontractor for supplies	214.76
Raymond Freeman, Valley Falls	
Claim against John Palmer, subcontractor for labor	96.04
Raymond Morris, Valley Falls	
Claim against J. Palmer, subcontractor, for labor (approx.)	500.00
E. J. Davidson, Lakeview	
Claim against Brown, subcontractor, for labor	170.00
Oscar H. Perrin, Silver Lake	
Claim for blacksmith work	21.05
Forest Blair, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland	
Claim against Brown, subcontractor, for labor	60.00
Harold Graves, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland	
Claim against F. L. Brown, subcontractor, for labor	108.05
Spring St. Iron Works, Klamath Falls	
Claim against Palmer, subcontractor, for labor and material	55.20
H. R. Heurman, c/o Bureau of Labor, 101 Court House, Portland	
For labor	75.81
West Coast Powder Company, Everett, Wn.	
For supplies $398.07, for Attorney fees $200.00 - Total	598.07
E. L. Lenkins, c/o Bureau of Labor, 101 Court House, Portland	
Claim for labor	97.50
Cascade Powder Company, Klamath Falls, Oregon	
Claim for material furnished	1,201.95
Griffiths & Hollenbeck, Bend	
Claim against Johnson & F. L. Brown, for labor and material	1,150.63
Miller Machine Works, Lakeview	
Claim for labor and material	98.42
Lake County Hardware Company, Lakeview	
Claim for supplies	189.44
J. C. Young, Lakeview	
Claim for wood furnished	20.00
Pure Iron Culvert Company, 763 Gladstone Ave., Portland	
Claim for material	3,655.97
Klamath Machine & Locomotive Works, Klamath Falls	
Claim for labor & material	831.49
Bureau of Labor, 101 Court House, Portland	
Following claims for labor: Bob Steel $22.75; A. Ostrom $7.00; John Stenberg $24.50; Fred Johnson $3.50; Gus Olson $14.00; A. Johnson $7.00; E. Hegberg $23.18; Geo. Anderson $19.25; Pete Shelling $17.50; Fred Nelson $20.11; L. P. Larsen $14.00; B. E. Turner $14.00; Carl Benson $7.00; Martin Peterson $7.00; R. Justo $25.37; B. Hauser $16.18; Magnus Pederson $7.00 Mike Doonay $101.35; A. Meyer $21.00; Howard House $39.87; Guy Hartzell $103.75 ---------- TOTAL	515.31
J. D. House, c/o John B. McCourt, Atty., Corbett Bldg., Portland	
Claim for cook house	628.33
L. Lund, c/o Bureau of Labor, 101 Court House, Portland	
Claim for labor	7.00
Axel Stroberg, c/o Bureau of Labor, 101 Court House, Portland	
Claim for Labor	10.50
W. A. Gish $63.00; W. E. Pettey $7.00; P. H. Kelley $13.01	
Claims for labor - c/o Bureau of Labor, Court House, Portland	83.01
E. W. Court, Lakeview	
Claim for Labor	230.00
Consolidated Stage Company, Lakeview	
Claim for labor and material	945.51

C. R. Graham, c/o O. C. Gibbs, Atty., Lakeview Claim for labor and material	196.82
F. L. Brown, c/o Coan & Rosenberg, 710 Pittock Block, Portland Claim for rental of equipment	1,500.00
C. E. Thompson, c/o Bureau of Labor, 101 Court House, Portland Claim for overtime labor	28.00
R. E. Giles, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	8.00
J. R. Morris, c/o Tom S. Ferrell, Atty., Lakeview Claim for Labor	84.00
Ed. Monk & J. R. Morris, c/o Otto W. Heider, Sheridan Claim for labor	168.25
J. D. House, c/o John B. McCourt, Corbett Bldg., Portland Claim for labor	688.25
Gordon & Finkbeiner, 222 Pine Street, Portland Claim for equipment rental	425.00
Willamette Construction Company, c/o Wm. W. Harcomb, Eugene Claim for labor and material	225.00
Theo. Hillebos, c/o J. B. Ofner, Atty., Portland Claim for equipment rental	210.00
Jas. B. Jones, c/o Lewis, Lewis & Finnegan, 414 Couch St., Portland Claim for hauling shovel and damage to bridge	989.12
Bureau of Labor, 101 Court House, Portland Following claims for Labor: Guy Graham $59.15; John Burns $7.00; Sam Smith $18.38; C. O. De Graw $79.50--Total	164.03
National Hospital Assoc., c/o Clark & Clark, Yeon Bldg., Portland Claim for services	556.86
Kenneth W. House, c/o Edwin Foster, Atty., Yeon Bldg., Portland Claim for labor	115.50
Lakeview Bldg.Material Company, Lakeview Claim for material	73.86
Lake County Pine Lumber Company, Lakeview Claim for material	141.25
Lorenz Company, Klamath Falls Claim for supplies	307.47
Panther Oil & Grease Company, Ft. Worth, Texas Claim for supplies	406.56
Standard Oil Company, Portland Claim for supplies	4,704.13
Home Supply Company, Lakeview Claim for labor and material	905.25
Wm. Hotchkiss, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor	41.65
Laura Hotchkiss, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor & material	2,453.50
Bend Hardware Company, Bend Claim for supplies	137.17
Lakeview Meat Company, Lakeview Claim for supplies	214.91
Miller Machine Works, Lakeview Claim for labor and material	88.77
Pioneer Garage, Lakeview Claim for labor and material	196.82
TOTAL	$ 26,736.79

CLAIMS AGAINST C. R. JOHNSON IN CONNECTION WITH STATE HIGHWAY CONTRACT NO. 1305 - VALLEY FALLS-PIKE RANCH SECTION

I. M. Ivancovich, Rt. 3, Box 353, Portland Claim against R. A. Freeman, subcontractor for hauling	$ 1,208.00
Associated Oil Company, Portland Claim against John Palmer, subcontractor for supplies	214.78
Raymond Freeman, Valley Falls Claim against John Palmer, subcontractor for labor	99.04
Raymond Morris, Valley Falls Claim against J. Palmer, subcontractor, for labor (approx.)	500.00
E. J. Davidson, Lakeview Claim against Brown, subcontractor, for labor	170.00
Oscar H. Perrin, Silver Lake Claim for blacksmith work	21.05
Forest Blair, c/o Leon L. Parker, Chamber of Commerce Bldg., Portland Claim against Brown, subcontractor, for labor	60.00
Harold Graves, c/o Leon L. Parker, Chamber of Commerce Bldg., Portland Claim against F. L. Brown, subcontractor, for labor	106.05
Spring St. Iron Works, Klamath Falls Claim against Palmer, subcontractor, for labor and material	56.20
H. R. Heurman, c/o Bureau of Labor, 101 Court House, Portland For labor	75.51
West Coast Powder Company, Everett, Wn. For supplies $398.07, for Attorney fees $200.00 - Total	598.07
E. L. Lenkins, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	97.50
Cascade Powder Company, Klamath Falls, Oregon Claim for material furnished	1,201.95
Griffiths & Hollenbeck, Bend Claim against Johnson & F. L. Brown, for labor and material	1,150.65
Miller Machine Works, Lakeview Claim for labor and material	98.42
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J. D. House, c/o John B. McCourt, Atty., Corbett Bldg., Portland Claim for cook house	629.33
L. Lund, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	7.00
Axel Stroberg, c/o Bureau of Labor, 101 Court House, Portland Claim for Labor	10.50
W. A. Gish $63.00; W. E. Pettey $7.00; P. H. Kelley $13.01 Claims for labor - c/o Bureau of Labor, Court House, Portland	83.01
E. W. Court, Lakeview Claim for Labor	250.00
Consolidated Stage Company, Lakeview Claim for labor and material	945.51

C. R. Graham, c/o O. G. Gibbs, Atty., Lakeview Claim for labor and material	196.82
F. L. Brown, c/o Coan & Rosenberg, 710 Pittock Block, Portland Claim for rental of equipment	1,500.00
C. E. Thompson, c/o Bureau of Labor, 101 Court House, Portland Claim for overtime labor	20.00
W. H. Giles, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	5.00
J. R. Morris, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor	24.00
Ed. Monk & J. R. Morris, c/o Otto W. Heider, Sheridan Claim for labor	150.25
J. D. House, c/o John B. McCourt, Corbett Bldg., Portland Claim for labor	680.25
Gordon & Finkbeiner, 222 Pine Street, Portland Claim for equipment rental	425.00
Willamette Construction Company, c/o Wm. W. Harcomb, Eugene Claim for labor and material	225.00
Theo. Hillebee, c/o J. B. Ofner, Atty., Portland Claim for equipment rental	210.00
Jas. B. Jones, c/o Lewis, Lewis & Finnegan, 414 Couch St., Portland Claim for hauling shovel and damage to bridge	989.12
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Lakeview Meat Company, Lakeview Claim for supplies	214.91
Miller Machine Works, Lakeview Claim for labor and material	86.77
Pioneer Garage, Lakeview Claim for labor and material	196.82
TOTAL	$ 26,736.79

CLAIMS AGAINST C. R. JOHNSON IN CONNECTION WITH STATE HIGHWAY
CONTRACT NO. 1303 - VALLEY FALLS-PIKE RANCH SECTION

L. M. Ivancovich, Rt. 8, Box 353, Portland Claim against R. A. Freeman, subcontractor for hauling	$ 208.00
Associated Oil Company, Portland Claim against John Palmer, subcontractor for supplies	214.78
Raymond Freeman, Valley Falls Claim against John Palmer, subcontractor for labor	98.04
Raymond Morris, Valley Falls Claim against J. Palmer, subcontractor, for labor (approx.)	500.00
R. J. Davidson, Lakeview Claim against Brown, subcontractor, for labor	170.00
Oscar M. Perrin, Silver Lake Claim for blacksmith work	81.05
Forest Blair, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland Claim against Brown, subcontractor, for labor	60.00
Harold Graves, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland Claim against F. L. Brown, subcontractor, for labor	106.05
Spring St. Iron Works, Klamath Falls Claim against Palmer, subcontractor, for labor and material	55.20
H. R. Heurman, c/o Bureau of Labor, 101 Court House, Portland For labor	78.51
West Coast Powder Company, Everett, Wn. For supplies $398.07, for Attorney fees $200.00 - Total	598.07
E. L. Lankins, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	97.50
Cascade Powder Company, Klamath Falls, Oregon Claim for material furnished	1,201.95
Griffiths & Hollenbeck, Bend Claim against Johnson & F. L. Brown, for labor and material	1,150.63
Miller Machine Works, Lakeview Claim for labor and material	98.42
Lake County Hardware Company, Lakeview Claim for supplies	189.44
J. C. Young, Lakeview Claim for wood furnished	20.00
Pure Iron Culvert Company, 763 Gladstone Ave., Portland Claim for material	3,655.97
Klamath Machine & Locomotive Works, Klamath Falls Claim for labor & material	831.49
Bureau of Labor, 101 Court House, Portland Following claims for labor: Bob Steel $22.75; A. Ostrom $7.00; John Stenberg $24.50; Fred Johnson $3.50; Gus Olson $14.00; A. Johnson $7.00; E. Hegberg $23.18; Geo. Anderson $19.25; Pete Shelling $17.50; Fred Nelson $20.11; L. P. Larsen $14.00; B. E. Turner $14.00; Carl Benson $7.00; Martin Peterson $7.00; R. Justo $25.37; B. Hauser $16.18; Magnus Pederson $7.00 Mike Dooney $101.35; A. Meyer $21.00; Howard House $39.87; Guy Hartzell $103.75 ---------- TOTAL	515.31
J. D. House, c/o John B. McCourt, Atty., Corbett Bldg., Portland Claim for cook house	628.33
L. Lund, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	7.00
Axel Stroberg, c/o Bureau of Labor, 101 Court House, Portland Claim for Labor	10.50
W. A. Gish $63.00; W. E. Pettey $7.00; P. H. Kelley $13.01 Claims for labor - c/o Bureau of Labor, Court House, Portland	83.01
E. W. Court, Lakeview Claim for Labor	230.00
Consolidated Stage Company, Lakeview Claim for labor and material	945.51

C. R. Graham, c/o O. C. Gibbs, Atty., Lakeview Claim for labor and material	196.82
F. L. Brown, c/o Coan & Rosenberg, 710 Pittock Block, Portland Claim for rental of equipment	1,500.00
C. E. Thompson, c/o Bureau of Labor, 101 Court House, Portland Claim for overtime labor	28.00
R. H. Giles, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	8.00
J. R. Morris, c/o Tom S. Ferrell, Atty., Lakeview Claim for Labor	84.00
Wm. Monk & J. R. Morris, c/o Otto W. Heider, Sheridan Claim for labor	186.25
J. D. House, c/o John B. McCourt, Corbett Bldg., Portland Claim for labor	688.35
Gordon & Finkbeiner, 222 Pine Street, Portland Claim for equipment rental	425.00
Willamette Construction Company, c/o Wm. W. Harcomb, Eugene Claim for labor and material	225.00
Theo. Hillebee, c/o J. B. Ofner, Atty., Portland Claim for equipment rental	210.00
Jas. B. Jones, c/o Lewis, Lewis & Finnegan, 414 Couch St., Portland Claim for hauling shovel and damage to bridge	969.12
Bureau of Labor, 101 Court House, Portland Following claims for Labor: Guy Graham $59.15; John Burns $7.00; Sam Smith $18.38; C. O. De Graw $79.50--Total	164.03
National Hospital Assoc., c/o Clark & Clark, Yeon Bldg., Portland Claim for services	556.83
Kenneth W. House, c/o Edwin Foster, Atty., Yeon Bldg., Portland Claim for labor	115.50
Lakeview Bldg. Material Company, Lakeview Claim for material	73.66
Lake County Pine Lumber Company, Lakeview Claim for material	141.25
Lorenz Company, Klamath Falls Claim for supplies	307.47
Panther Oil & Grease Company, Ft. Worth, Texas Claim for supplies	406.56
Standard Oil Company, Portland Claim for supplies	4,704.13
Home Supply Company, Lakeview Claim for labor and material	903.25
Wm. Hotchkiss, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor	41.65
Laura Hotchkiss, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor & material	2,453.30
Bend Hardware Company, Bend Claim for supplies	137.17
Lakeview Meat Company, Lakeview Claim for supplies	214.91
Miller Machine Works, Lakeview Claim for labor and material	88.77
Pioneer Garage, Lakeview Claim for labor and material	196.82
TOTAL	$ 26,736.79

CLAIMS AGAINST C. R. JOHNSON IN CONNECTION WITH STATE HIGHWAY CONTRACT NO. 1305 - VALLEY FALLS-PIKE RANCH SECTION

I. M. Ivancovich, Rt. 8, Box 358, Portland	
Claim against H. A. Freeman, subcontractor for hauling	$ 208.00
Associated Oil Company, Portland	
Claim against John Palmer, subcontractor for supplies	214.78
Raymond Freeman, Valley Falls	
Claim against John Palmer, subcontractor for labor	98.04
Raymond Morris, Valley Falls	
Claim against J. Palmer, subcontractor, for labor (approx.)	500.00
E. J. Davidson, Lakeview	
Claim against Brown, subcontractor, for labor	170.00
Oscar H. Ferrin, Silver Lake	
Claim for blacksmith work	21.05
Forest Blair, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland	
Claim against Brown, subcontractor, for labor	60.00
Harold Graves, c/o Lon L. Parker, Chamber of Commerce Bldg., Portland	
Claim against F. L. Brown, subcontractor, for labor	106.05
Spring St. Iron Works, Klamath Falls	
Claim against Palmer, subcontractor, for labor and material	86.20
H. R. Heurman, c/o Bureau of Labor, 101 Court House, Portland	
For labor	78.21
West Coast Powder Company, Everett, Wn.	
For supplies $398.07, for Attorney fees $200.00 - Total	598.07
E. L. Lankins, c/o Bureau of Labor, 101 Court House, Portland	
Claim for labor	97.50
Cascade Powder Company, Klamath Falls, Oregon	
Claim for material furnished	1,201.95
Griffiths & Hollenbeck, Bend	
Claim against Johnson & F. L. Brown, for labor and material	1,150.63
Miller Machine Works, Lakeview	
Claim for labor and material	98.42
Lake County Hardware Company, Lakeview	
Claim for supplies	189.44
J. C. Young, Lakeview	
Claim for wood furnished	20.00
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Claim for material	3,655.97
Klamath Machine & Locomotive Works, Klamath Falls	
Claim for labor & material	831.49
Bureau of Labor, 101 Court House, Portland	
Following claims for labor:	
Bob Steel $22.75; A. Ostrom $7.00; John Stenberg $24.50; Fred Johnson $5.50; Gus Olson $14.00; A. Johnson $7.00; E. Hagberg $23.18; Geo. Anderson $19.25; Pete Shelling $17.50; Fred Nelson $20.11; L. P. Larson $14.00; B. E. Turner $14.00; Carl Benson $7.00; Martin Peterson $7.00; R. Justo $25.37; B. Hauser $16.18; Magnus Pederson $7.00 Mike Dooney $101.35; A. Meyer $21.00; Howard House $39.87; Guy Hartzell $103.75 ———— TOTAL	516.31
J. D. House, c/o John B. McCourt, Atty., Corbett Bldg., Portland	
Claim for cook house	688.35
L. Lund, c/o Bureau of Labor, 101 Court House, Portland	
Claim for labor	7.00
Axel Stroberg, c/o Bureau of Labor, 101 Court House, Portland	
Claim for Labor	10.50
W. A. Gish $63.00; W. E. Pettey $7.00; P. H. Kelley $13.01	
Claims for labor - c/o Bureau of Labor, Court House, Portland	83.01
E. W. Court, Lakeview	
Claim for labor	250.00
Consolidated Stage Company, Lakeview	
Claim for labor and material	945.51

C. R. Graham, c/o O. C. Gibbs, Atty., Lakeview Claim for labor and material	196.82
F. L. Brown, c/o Coan & Rosenberg, 710 Pittock Block, Portland Claim for rental of equipment	1,800.00
O. E. Thompson, c/o Bureau of Labor, 101 Court House, Portland Claim for overtime labor	28.00
R. H. Giles, c/o Bureau of Labor, 101 Court House, Portland Claim for labor	3.00
J. R. Morris, c/o Tom S. Ferrell, Atty., Lakeview Claim for labor	84.00
Ed. Monk & J. R. Morris, c/o Otto W. Heider, Sheridan Claim for labor	168.25
J. D. House, c/o John B. McCourt, Corbett Bldg., Portland Claim for labor	628.35
Gordon & Finkbeiner, 222 Pine Street, Portland Claim for equipment rental	425.00
Willamette Construction Company, c/o Wm. W. Harcomb, Eugene Claim for labor and material	225.00
Theo. Hillsboe, c/o J. E. Ofner, Atty., Portland Claim for equipment rental	210.00
Jas. R. Jones, c/o Lewis, Lewis & Finnegan, 414 Couch St., Portland Claim for hauling shovel and damage to bridge	909.12
Bureau of Labor, 101 Court House, Portland Following claims for Labor: Guy Graham $59.15; John Burns $7.00; Sam Smith $18.38; C. O. De Graw $79.50--Total	164.03
National Hospital Assoc., c/o Clark & Clark, Yeon Bldg., Portland Claim for services	556.86
Kenneth W. House, c/o Edwin Foster, Atty., Yeon Bldg., Portland Claim for labor	115.50
Lakeview Bldg.Material Company, Lakeview Claim for material	73.86
Lake County Pine Lumber Company, Lakeview Claim for material	141.25
Lorenz Company, Klamath Falls Claim for supplies	307.47
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Lakeview Meat Company, Lakeview Claim for supplies	214.91
Miller Machine Works, Lakeview Claim for labor and material	88.77
Pioneer Garage, Lakeview Claim for labor and material	196.82
TOTAL	$ 26,736.79

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL AND SURPLUS $ 6,000,000.00

CABLE ADDRESS.
"UNITBANK"

PORTLAND, OREGON Feb. 9, 1933.

Glaniger

Baldock says
Commission has asked
for further report on
this matter. Do
you want anything
more from me?

k, State Highway Engineer,
State Highway Commission,
Salem, Oregon.

:

the excessively cold weather, Mr. Ainsworth's physician will not let him come to the office, therefore I beg to acknowledge receipt of your letter of the 4th instant, relative to the C. R. Johnson assignments to the Bank of California. This will be brought to his attention immediately upon his return to the office.

In the meantime I have mailed a copy to the Bank of California, for their information.

With best wishes, I remain,

Sincerely,

Elizabeth Barry

Secretary to J. C. Ainsworth.

EB

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL AND SURPLUS $ 6,000,000.00

CABLE ADDRESS
"UNITBANK"

J. C. AINSWORTH
CHAIRMAN OF THE BOARD

PORTLAND, OREGON Feb. 9, 1933.

Mr. R. H. Baldock, State Highway Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Baldock:

Due to the excessively cold weather, Mr. Ainsworth's physician will not let him come to the office, therefore I beg to acknowledge receipt of your letter of the 4th instant, relative to the C. R. Johnson assignments to the Bank of California. This will be brought to his attention immediately upon his return to the office.

In the meantime I have mailed a copy to the Bank of California, for their information.

With best wishes, I remain,

Sincerely,

Elizabeth Barry

Secretary to J. C. Ainsworth.

EB

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF ....

($......................) Dollars, to .... paid, ... hereby sell, assign and transfer the within claim for ....

....

to .... and authorize and empower

said .... to act as agent for ....

and in .... name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, nor shall this assignment in any manner vest in the assignee any interest in said funds prejudicial to the interest and claims for labor or material.

Witness my hand this .... day of ...., 193.....

Executed in the presence of us as witnesses:

....

....

form of assignment used
in connection with
Johnson Report.

---

being that the voucher has been sent out for signature and has not yet been returned to the office, the other reason being the attachments which have been filed.

I am inclined to recommend your suggestion that you institute a suit bringing in all parties interested for the purpose of determining the claims and applying the securities or the value of the securities to the payment of such claims as may be established. I wish you would do that because I think it will clarify the situation and get the Commission's records so that we can close the transaction.

Yours very truly

J. M. DEVERS

JMD:PW

cc S. H. Porbert

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

February 4, 193

Mr. James L. Conley,
Failing Building,
Portland, Oregon.

Dear Sir:

I acknowledge with thanks your two communications relative to the C. R. Johnson matter and wish to say that I have today advised the Commission to release the two warrants, one being in the sum of $4,430.50 and one in the sum of $2,165.30. The balance of money due is not yet ready for payment for two reasons, one reason being that the voucher has been sent out for signature and has not yet been returned to the office, the other reason being the attachments which have been filed.

I am inclined to recommend your suggestion that you institute a suit bringing in all parties interested for the purpose of determining the claims and applying the securities or the value of the securities to the payment of such claims as may be established. I wish you would do that because I think it will clarify the situation and get the Commission's records so that we can close the transaction.

Yours very truly

J. M. DEVERS

JMD:PW

cc S. H. Porbert

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
SALEM

February 4, 1933

IN REPLY PLEASE
REFER TO FILE NO.

Mr. J. C. Ainsworth
U. S. National Bank Building
Portland, Oregon

Dear Mr. Ainsworth:

I have discussed with Mr. Devers the matter referred to in your letter of February 3rd, concerning the release of certain payments in connection with the C. R. Johnson contract in Lake County, which payments have been assigned to the Bank of California.

The unpaid balance under this contract is $10,741.02. On this amount, two warrants have been drawn and are now in our possession, one in the amount of $4,430.30, and the other in the amount of $2,163.30. For the remaining $4,147.42, a voucher has been prepared and sent to the contractor for execution, but has not yet been returned to us. Until such time as that voucher is returned properly executed and accompanied by a signed acceptance statement or release, the warrant for the $4,147.42 cannot be drawn, nor can payment of that amount be made to anyone.

Mr. Devers advises us that the $4,147.42 which cannot be paid at this time for the reasons above stated, is sufficient to cover the attachments which have been filed against the payments and to give the State such additional protection as is necessary, and that he, therefore, is willing to recommend to the Highway Commission that the two warrants referred to (amounts $4,430.02 and $2,163.30) be released to the Bank of California.

The Highway Commission plans to have a meeting on Wednesday, February 8th, and the matter will be referred to it at that time for final determination.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

cc J. M. Devers
cc H. B. Glaisyer

UNITED STATES DEPOSITORY

THE UNITED STATES NATIONAL BANK

CAPITAL AND SURPLUS $ 6,000.000.00

CABLE ADDRESS
"UNITBANK"

J. C. AINSWORTH
CHAIRMAN OF THE BOARD

PORTLAND, OREGON Feb. 3, 1933.

RECEIVED
FEB [illegible] - 1933
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock, Engineer,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Baldock:

I am taking the liberty of addressing you in behalf of our friends, the Bank of California, in connection with assigned claim of C. R. Johnson, Contractor, on the Lakeview job, amounting to some $10,700.00.

The details of this claim of the Bank of California are clearly set forth on the enclosed communication from Mr. Greenwood, assistant manager, addressed to Mr. Alward, manager, of that Bank.

Mr. Devers has passed upon the validity of it, and it appears that the State through the Highway Commission would be amply secured, in any event. As the claim now stands, it will hang fire indefinitely; and naturally the Bank is anxious to receiveits money, being assured that the Highway Commission will not be out a cent.

Hope that you may be able to hasten this settlement, possibly through Mr. Dever's office, as he is thoroughly familiar with it, as I know it will be greatly appreciated by the Bank of California, who, as you know, is one of the Portland Banks which is very friendly to the Highway Commission, and have in the past and will in the future help the Highway Commission in its financial problems.

Sincerely,

Chairman.

JCA EB

THE BANK OF CALIFORNIA
NATIONAL ASSOCIATION

TELEGRAPHIC ADDRESS
"BANKOFCALA"-PORTLAND
CODES USED
A.I.
LIEBER
BENTLEY'S
BROOMHALL
WESTERN UNION
A.B.C. 5TH EDITION
PETERSON 3RD EDITION

PORTLAND, OREGON

February 1, 1933

Mr. H. V. Alward, Manager
The Bank of California, N.A.
Portland, Oregon

Dear Mr. Alward:

C. R. JOHNSON ASSIGNMENT

From the conference between Mr. Devers, attorney for the State Highway Commission, J. L. Conley, and the writer, the following facts were uncovered and admitted as applying to this situation:

Balance due from State on Lakeview contract -	$10,741.02
This assignment was accepted by the State at the time it was made. Since then unpaid claims have been filed (a good portion of which will be disallowed) in the total amount of	9,000.00
Of this $9,000. one item of approximately $2,000. is in litigation and an attachment has been levied against the State funds.	
The Standard Oil Company has filed a claim against the Union Indemnity Company, guarantor on Johnson's contract, amounting to	11,000.00
There are other miscellaneous claims against the Union Indemnity Company of	2,000.00
making the total claims of interested parties against the Union Indemnity Company	$22,000.00

To protect the State on these claims they have:

The balance due on the Lakeview contract (C. R. Johnson)	10,741.02
State of Louisiana 5% Bonds deposited by the Union Indemnity Company - $25,000. par value @ 93 -	about 23,250.00
	$33,991.02

Mr. Devers has admitted that our legal position as assignee is correct and, further, that as a matter of equity the State can pay the proceeds of the contract, or nearly all of these proceeds that have been assigned to us, to the bank without imperiling in any degree its own protection, or without withholding from the holders of claims against Johnson any protection that they may be entitled to.

Yours very truly,

Assistant Manager

FG FK

Contract No. 1340 - R. L. Houck - Port Orford-Euchre Creek Section of the Oregon Coast Highway in Curry County -

Claims on file in the office of the Oregon State Highway Commission.

A. Schubach, c/o C. H. Buffington, Gold Beach, Oregon, has claim against the Cascade Investment Company for damages.

Cascade Investment Company, Portland, Oregon, $460.84 for labor and material.

Contract No. 1340 - R. L. Houck - Port Orford-Euchre Creek Section of the Oregon Coast Highway in Curry County -

Claims on file in the office of the Oregon State Highway Commission.

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Cascade Investment Company, Portland, Oregon, $460.84 for labor and material.

F.L.H.P.

Valley Falls - Pike Ranch

Ilf-1a

February 4, 1933

Mr. J. C. Ainsworth
U. S. National Bank Building
Portland, Oregon

Dear Mr. Ainsworth:

I have discussed with Mr. Devers the matter referred to in your letter of February 3rd, concerning the release of certain payments in connection with the C. R. Johnson contract in Lake County, which payments have been assigned to the Bank of California.

The unpaid balance under this contract is $10,741.02. On this amount, two warrants have been drawn and are now in our possession, one in the amount of $4,430.30, and the other in the amount of $2,163.30. For the remaining $4,147.42, a voucher has been prepared and sent to the contractor for execution, but has not yet been returned to us. Until such time as that voucher is returned properly executed and accompanied by a signed acceptance statement or release, the warrant for the $4,147.42 cannot be drawn, nor can payment of that amount be made to anyone.

Mr. Devers advises us that the $4,147.42 which cannot be paid at this time for the reasons above stated, is sufficient to cover the attachments which have been filed against the payments and to give the State such additional protection as is necessary, and that he, therefore, is willing to recommend to the Highway Commission that the two warrants referred to (amounts $4,430.02 and $2,163.30) be released to the Bank of California.

The Highway Commission plans to have a meeting on Wednesday, February 8th, and the matter will be referred to it at that time for final determination.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

cc J. M. Devers
cc H. B. Glaisyer

CONTRACT# 1305,

FLP 1-A Valley Falls-Pike Ranch Sec. 1932

Folder # 4

1305

1.8.1a

January 30, 1933

Mr. T. S. McKinney
Attorney at Law
Lakeview, Oregon

Dear Sir:

Reply is made to your letter of January 28 requesting information concerning the status of payments to C. R. Johnson, contractor, to whom the State Highway Commission awarded the contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Payments in connection with this contract have been held pending a satisfactory settlement of claims incurred against the contract. At the present time the amount held is in excess of $10,000, including retained percentage. These payments will not be released until we are advised by our Attorney that it is satisfactory to do so.

Very truly yours

Secretary

MBG:AJ

#1305

Jan, 28, 1933

H. B. G.

We are haldinh the following payments of C. R. Johnson - Contract No. 1305 -

Warrant for payment of Estimate #13 -	$4,430.30
Warrant for payment of Estimate #14 -	$2,163.30
	$6,593.60
Voucher covering payment of Final Est. #15 - was mailed to contractor on Nov, 30, 1932 and has not yet been returned	$4,147.42
Total of all coming	$10,741.02

J. McF.

Mr. Miller of the Miller Machine Works has handed me his files with reference to the claim he holds against C. R. Johnson, contractor on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. In this file is the correspondence from your department and I note your suggestion that Mr. Miller has a right of action against the Union Indemnity Company, as this Company made the bond for Mr. Johnson.

Mr. Miller has recently received notice that the Union Indemnity Company is now in the hands of a receiver, so it does not appear so easy to collect his moneyfrom this source. I assume that your department has reserved a certain percent of the amount due Mr. Johnson on his contract for the protection of claimants of this class, which might be applied to the payment under proper proceedure, and I will appreciate it if you will advise us as to whether your department does now hold such fund.

Yours very truly,

T. S. McKinney

Jim

Please get me copy of information with respect to payments on this job.

HBG

#1305

T. S. McKINNEY
Attorney at Law
LAKEVIEW, OREGON

RECEIVED
JAN 28 1933
OREGON
STATE HIGHWAY COMMISSION

January 26th, 1933.

State Highway Commission,
Salem, Oregon.

Re: Miller Machine Works Claim against
J. R. Johnson.

Dear Sirs:-

Mr. Miller of the Miller Machine Works has handed me his files with reference to the claim he holds against J. R. Johnson, contractor on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. In this file is the correspondence from your department and I note your suggestion that Mr. Miller has a right of action against the Union Indemnity Company, as this Company made the bond for Mr. Johnson.

Mr. Miller has recently received notice that the Union Indemnity Company is now in the hands of a receiver, so it does not appear so easy to collect his moneyfrom this source. I assume that your department has reserved a certain percent of the amount due Mr. Johnson on his contract for the protection of claimants of this class, which might be applied to the payment under proper proceedure, and I will appreciate it if you will advise us as to whether your department does now hold such fund.

Yours very truly,

T. S. McKinney

Jim

Please get me complete information with respect to assignments on this job.

#1305

1 18-1a

January 28, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 20 enclosing copies of notice of claim filed by C. R. Graham (Pioneer Garage) against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of Lakeview-Burns Highway in Lake County.

Copies of the notice have been forwarded to the contractor and his surety.

Very truly yours

Secretary

AJ

January 28, 1938

Union Indemnity Company
% Hansen & Rowland, Agents
Failing Building
Portland, Oregon

Gentlemen:

We are enclosing notices of claims that have been filed with the Secretary of State against the surety bond furnished by C. R. Johnson in connection with the contract awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305.

J. C. Young..............$ 20.00
For cordwood

C. R. Graham (Pioneer
Garage), materials, etc.196.82

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

January 20, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by C. R.Graham, doing business as Pioneer Garage, for labor and materials furnished in the sum of $196.82 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

TO THE STATE OF OREGON And
To the Hon. Hal E. Hoss, Secretary of
State of the State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN That the undersigned C. R. Graham, doing business under the assumed business name of PIONEER GARAGE in Lakeview, Oregon, has a claim for labor performed and materials, supplies, gasoline and oil and parts furnished in the sum of One Hundred ninety-six And 82/100ths. Dollars ($196.82) against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for the work of constructing the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, under Contract No. 1305.

An itemized statement of the particulars of such claim and demand is hereto attached, Marked Exhibit A. and by this reference thereto made a part hereof.

Dated at Lakeview, Oregon, this 18th. day of January, 1933.

C. R. GRAHAM.
Address: Lakeview, Oregon

C. R. Johnson To C. R. Graham (Doing business under assumed business name of PIONEER GARAGE), Debtor:

1931.			Totals.
12/7	1 oil level gauge,	$ .20	
12/11	1 spark plug $.75, 1 valve cover gasket .25	1.00	$ 1.20
	Labor,	1.75	2.95
1932.			
Jan.1	1 qt. Prestone, $1.25, Labor $.50.	1.75	4.70
1/9	9 Gas. $2.25, trip $.50, 1 qt oil $.35,	3.10	7.80
1/14	1 light bulb $.45, tubing. $.40,	.85	8.65
"	1 alemite hose	4.50	13.15
"	5 gas. $1.25, Labor $2.00.	3.25	16.40
1/17	1 jack, $2.75, repair tube $.50.	3.25	19.65
"	1 fan belt $.90, 1/18, 1 gal prestone $5..	5.90	25.55
1/21	5 gal. gas. $1.25, 30-in. hose $2.00	3.25	28.80
"	1 gal. Prestone.	5.00	33.80
1/23	Repair tire $.50, 1 box fuses .25.	.75	34.55
1/25	Repair radiator,	2.50	37.50

Exhibit A, page 1

1932			Totals
	Brought forward,		$37.05
2/1	Repair truck tube,	$1.00	38.05
2/2	Repair truck tube,	1.00	38.05
2/3	3 Gal. Prestone,	15.00	54.05
2/8	12 Alemite nipples,	3.60	57.65
2/12	4 gal. Prestone.	20.00	77.65
2/18	1/2 Gal. Prestone.	2.50	80.15
2/24	Mount tire $.50, 2/26 Carb. gaskett .10.	.60	80.75
	1 # grease $.25, Labor $1.50	1.75	82.50
2/26	1 fan belt,	.90	83.40
2/29	Bendix spring $.45, washers $.05,	.50	83.90
"	Labor,	.75	84.65

Exhibit A., Page 2.

1932			Totals
3/1	Brought forward.		.$84.65
3/4	1 box fuses $.25, 1 can tire patches $.50. . . .	$ .75	85.40
"	4 light bulbs $1.80, repair tube $.50	2.30	87.70
"	2 gal. Prestone $10.00, rear deck screw .15. . .	10.15	97.85
3/7	1 tie rod spring, ...	.10	97.95
"	2 tie rod seats.	.20	98.15
"	1 tie rod spacer	.10	98.25
3/8	Credit by check, ...	$37.05	61.20
"	1 wrench $1.00, 1 screw driver $1.25	2.25	63.45
"	2 steering gear springs, ...	.20	63.65
"	2 steering gear plugs, ...	.20	63.85
"	1 steering gear spacer,.	.10	63.95
"	Labor, $1.50.	1.50	65.45
3/9	Radiator hose,.	1.50	66.95
3/12	Mount tire $.50, hub cap $.60, blot $.15	1.25	68.20
3/25	1 set wiring $1.50, 1 rotor .30.	1.80	70.00
3/26	1 roll tape .20, 1 Dist. cap .75, 1 set points $1.00,.	1.95	71.95
"	1 Qt. oil .35, Labor $4.00	4.35	76.30
3/27	1 shackle bolt .35, 1 bolt, 10,.	.45	76.75
"	Cotter pins, .25, Alemite .25, ...	.50	77.25

Exhibit A, page 3.

1932			Totals
	3/27 Brought forward, ...		.$77.25
3/28	1 truck valve,.	$1.00	78.25
"	Labor, ...	.75	79.00
4/4	1 plunger shaft and boot, ...	.30	79.30
"	Labor, ...	1.40	80.70
4/8	Tape .20, 3 flashlight cells .30, ...	.50	81.20
"	1 tail light assembly	2.00	83.20
"	Labor, ...	1.00	84.20
4/11	Credit by check,.	$47.60	36.60
"	1 pump jets .35, 4/16, fuses .25	.60	37.20
4/17	1 dimmer switch,.	1.00	38.20
"	7 gal. gas, $1.61, 2 qts. oil. 70,.	2.31	40.51
4/23	Labor,.	.75	41.26
4/24	Labor on carburrettor,.	.75	42.01
"	8 ft. 8 inches 4½ x 1/4 brake lin..	31/20	73.21
"	Labor,.	1.50	74.71
4/29	1 front spring, ...	6.00	80.71
"	Repair tube, cleaning carb.	1.50	82.21
"	1 boot, ...	.30	82.51

Exhibit A, page 4.

1932, 5/1			Totals
	Brought forward, ...		.$82.51
5/4	4 light bulbs, $2.00, 5 parklite bulbs, $75,. .	2.75	85.26
"	Repair head light,.	.50	85.76
5/7	Brake lining,.	7.00	92.76
5/12	Repair. carb. $1.90, 1 plunger .40, ...	2.30	95.06
"	1 gasket, .15, 5/14 repair tail lite, .50,. . .	.65	95.71
5/16	Repair tube .50, 1 boot .25,.	.75	96.46
5/19	1 tire $8.50, 1 tube $1.75, ...	10.25	106.71
5/24	3 generator brushes, ...	.45	107.16
5/27	6 rear hub bolts, .80, labor .75, ...	1.55	108.71
5/28	1 front spring, $2.85, Labor 1.75	4.60	113.31
5/29	10 gas. $2.20, 1 tube $1.80, boot .35,.	4.35	117.66
5/30	2 hub bolts and nuts .40, 2 sleeves .30	.70	118.36

Exhibit A, page 5.

1932			Totals
	Brought forward.		$118.36
6/1	hub bolt and nut, .20, 6/3 1 tube $175,	$ 1.95	120.31
6/3	1 Boot .35, 6/4 1 box fuses .25,	.60	120.91
6/6	1 valve 45, welding gas 50,	.95	121.86
"	12 valve springs, $1.80,	1.80	123.66
"	1 Cyl. head gasket 50, cover gasket 25,	.75	124.41
"	3 Exh. gaskets, 35, 2 spark plugs 1.50,	1.85	126.26
"	2 front fenders, $19.50, 1 hood hook .20,	19.70	145.96
"	Bolts and nuts .35, Labor $13.50,	13.85	159.81
6/7	8 gal. gas. $1.76, 6/8, bolt .15,	1.91	161.72
6/12	Repair tube .50, 1 boot .35,	.85	162.57
6/14	Fan belt .90, radiator solder .50,	1.40	163.97
"	1 box fuses 25, 6/16 tie rod end .75,	1.00	164.97
"	2 Ball seat .20, spring .10, alemite .25,	.55	165.52
6/21	front spring $6.50, 6/22 repair tail lite, 65	7.15	172.67
6/25	1 shackle pin 40, radiator cap .50,	.90	173.57
"	Rad. stop leak 50, 6/27 hose .25.	.75	174.32
6/27	Repair radiator $4.00, 2 ball seats .20,	4.20	178.52
"	1 plug 10, 1 alemite 20, laber 1.50,	1.80	180.32
6/30	Credit by check,	$35.85	144.47

Exhibit A, page 6.

1932			
	Brought forward		$144.47
7/5	Tie rod 80, 2 tie rod ends $1.50,	$ 2.30	146.77
"	4 tie rod seats .60, 2 plugs, .30,	.90	147.67
"	2 tie rod springs .30, 1 clutch, 3.35	3.65	151.32
"	1 clutch housing, $9.00,	9.00	160.32
"	1 fly wheel ring gear,	2.60	162.92
"	Lathe work,	2.00	164.92
"	2 Alemite nipples,	.50	165.42
"	Labor,	7.90	173.32
7/7	2 spindle arm anchors,	.60	173.92
"	2 hub bolts .30, 4 nuts, .20,	.50	174.42
"	1 - 3/4 S.A.E. nut, .10, 1 tube 3.25.	3.35	177.77
"	1 boot .50, 1 box fuses .25,	.75	178.52
"	Labor,	5.00	183.52
7/11	1 tire $9.20, 1 tube $1.85,	11.05	194.57
7/21	1 connecting rod,	2.25	196.82
	Total amount due		$196.82

Exhibit A, page 7.

Endorsed; File No. 2190
Filed January 20, 1933
HAL E. HOSS,
Secretary of State

#1305

18-1a

January 26, 1933

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of January 24 enclosing copies of notice of claim filed by J. C. Young against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of Lakeview-Burns Highway in Lake County.

Copies of the notice have been forwarded to the contractor and his surety.

Very truly yours

Secretary

AJ

C. N. LAUGHRIGE, CHIEF DEPUTY

HAL E. HOSS
SECRETARY OF STATE
SALEM, OREGON

RECEIVED
JAN [illegible] 1933
[illegible]

January 24, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by J. C. Young for materials furnished in the sum of $20.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Burns-Lakeview Highway in Lake County, contract No. 1305.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

To the State of Oregon and
To Hon. Hal E. Hoss, Secretary,
of State of the State of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, J.C. Young, has a claim for three and one-third cords of cordwood at $6.00 a cord amounting to the sum of $20.00, sold, furnished and delivered, against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for the work of constructing a section of the Burns-Lakeview Highway in Lake County Oregon, under contract No. 1305.

J. C. YOUNG

Address: Lakeview, Oregon

Endorsed: File No. 2193
Filed January 24, 1933
HAL E. HOSS, Secretary of State.

#1305

#LP-1a

Jan. 11, 1933

Miller Machine Works
Lakeview, Oregon

Attention: Mr. A. F. Miller

Gentlemen:

Mr. Hal Hoss, Secretary of State, has forwarded to this office your letter of the 6th instant relative to your claim against C.R. Johnson.

The State Highway Commission has not and does not intend to pay direct the claims incurred by Mr. Johnson in connection with his contract. Mr. Johnson furnished the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the job, which is the protection offered you for your claim.

As to whether or not certain of Mr. Johnson's claims have been paid we have no definite knowledge. If they have been paid they were paid either by Mr. Johnson himself or by the surety company who wrote the bond for him in connection with that work.

I believe that I gave you the name of the bonding company some time ago and suggested that you communicate with the agent of that company with respect to the payment of your claim. If you get no satisfaction by so doing then you still have recourse to action in the courts. The surety on the bond furnished by Mr. Johnson in connection with the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway project is the Union Indemnity Company for whom Hansen and Rowland Inc. are agents with offices in the Failing Building, Portland. The attorney who is handling the matter of claims for the bonding company is Mr. James R. Conley whose offices are also in the Failing Building, Portland.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC

Secretary

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

January 10, 1933

RECEIVED
JAN 11 1933

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer.

We are enclosing for your attention, a letter from the Miller Machine Works relative to their claim against C. R. Johnson, filed in this office July 6, 1932.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

Lakeview, Ore. 1-6-33.

Secretary of State.

Mr. H. E. Hoss.

RECEIVED
JAN 11 1933
OREGON
HIGHWAY COMMISSION

Dear Sir:

Please be, advised, that a claim for labor and material furnished by the Miller Machine Works, against E. R. Johnson, who had contract # 1305, on the Valley Falls - Pike Ranch section of the Lakeview - Burns Highway in Lake County, has, received no answer and no payment of same. according to provision of Chapter 280, Oregon laws for 1931. according to your letter dated July 6 th. 1932. I understand some claimnants have received their money here, why no attention is, paid to the Miller Machine Wks. kindly look this, matter up and advise.

Yours truly
A. F. Miller.

MILLER MACHINE WKS.
LAKEVIEW, ORE.

SECRETARY OF STATE
RECEIVED
JAN 10 1933
H. E. HOSS

#1505

SLP-1a

MACHINE W[illegible]S.
LAKEVIEW, ORE.

Mr. H. E. Hoss
Secretary of State
Salem,
Oregon.

Return Receipt Requested.

RETURN RECEIPT REQUESTED

REGISTERED
No. 867

10581

Dear Sir:

Acknowledgment is made of the receipt of your letter of January 7 enclosing copies of notice of claim filed by Lakeview Building Material Company against C. R. Johnson in connection with State Highway Contract No. 1505 — grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the claims are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

#1506

ILP-1a

January 10, 1933

Secretary of State
Salem
Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of January 7 enclosing copies of notice of claim filed by Lakeview Building Material Company against C. R. Johnson in connection with State Highway Contract No. 1506 — grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the claims are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

Hoss
Secretary of State

January 10, 1935

Union Indemnity Company
% Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim that has been filed with the Secretary of State by Lakeview Building Material Company against C. R. Johnson in connection with State Highway Contract No. 1505, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $75.88 and is for materials furnished to the contractor.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ
cc C. R. Johnson
Governor Building
Portland, Oregon

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

January 7, 1933

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, an amended notice of claim by Lakeview Building Material Company for materials furnished in the sum of $73.86 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We have enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

LAKEVIEW BUILDING MATERIAL CO.
Incorporated
"Materials for Better Homes"
Lakeview, Oregon

November 16th. 1932

AMMENDED CLAIM

Secretary of State,
State of Oregon,
Salem, Oregon.

TO THE STATE OF OREGON, HIGHWAY DEPARTMENT.

Notice is hereby given that the undersigned, the Lakeview Building Material Company, Lakeview, Oregon, has a claim for Building Materials and Supplies, in the sum of $73.66 (Seventy Three and 66/100 dollars) against the bond taken from the Union Indemnity Company, by C. R. Johnson, in connection with his contract No. 1505, known as the Valley Falls -- Pike Ranch Section of the Lakeview Burns Highway.

LAKEVIEW BUILDING MATERIAL CO.

BY R. E. Harlan

REH:

CC to Oregon State Highway Commission.

Endorsed: File No. 2177
Filed January 7, 1933
HAL E. HOSS, Secretary of State.

#1305
J LP. 1a

LAKEVIEW BUILDING MATERIAL CO.
INCORPORATED
"MATERIALS FOR BETTER HOMES"
LAKEVIEW, OREGON

RECEIVED
JAN - 1933
STATE HIGHWAY COMM.
OREGON

Jan. 5th. 1933

Hal. E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

We are enclosing herewith an amended notice of our claim against, C. R. Johnson covering materials furnished him in connection with his contract No. 1305, known as the Valley Falls, Pike Ranch Section of the Lakeview-Burns Highway, and or against the Union Indemnity Co., who furnished the bond therefore.

We are filing this notice under date of Nov. 16th., on which date we originally filed such notice against the bond taken by C. R. Johnson Contract Co., from the Union Indemnity Co.

We have since learned that this Bond was taken by C. R. Johnson-Individual and not by him as a Contract Co.

Please file this claim in lieu of our previous notice of claim.

Yours very truly,

LAKEVIEW BUILDING MATERIAL CO.

BY P. C. Harland

REH:

CC to Oregon State Highway Commission.

Balsam Wool
Builders Hardware
Common and Face Brick

Ceilings

Floorings

Johns Manville Products
Asphalt Shingles
Asbestos Roofings
Roof Paints
Felt and Roll Roofing

Lime, Cement
and Plaster

National Lead Products
Paints, Oil, Enamels
Shellac, Varnish
Dutch Boy Lead
Shingle Stain
Brushes

Sash and Doors

Insulation Boards

Lumber
Rough and Dressed

Peerless Built-Ins

LAKEVIEW BUILDING MATERIAL CO.
INCORPORATED
"MATERIALS FOR BETTER HOMES"
LAKEVIEW, OREGON

November 16th, 1932

Balsam Wool
Builders Hardware
Common and Face Brick
••
Ceilings
••
Floorings
••
Johns Manville Products
Asphalt Shingles
Asbestos Roofings
Roof Paints
Felt and Roll Roofing
••
Lime, Cement
and Plaster
••
National Lead Products
Paints, Oil, Enamels
Shellac, Varnish
Dutch Boy Lead
Shingle Stain
Brushes
••
Sash and Doors
••
Insulation Boards
••
Lumber
Rough and Dressed
••
Peerless Built-Ins

AMMENDED CLAIM

Secretary of State,
State of Oregon,
Salem, Oregon.

TO THE STATE OF OREGON, HIGHWAY DEPARTMENT.

Notice is hereby given that the undersigned, the Lakeview Building Material Company, Lakeview, Oregon, has a claim for Building Materials and Supplies, in the sum of $ 73.86 (Seventy Three and 86/100 dollars) against the bond taken from the Union Indemnity Company, by C. R. Johnson, in connection with his contract No. 1305, known as the Valley Falls---Pike Ranch Section of the Lakeview Burns Highway.

LAKEVIEW BUILDING MATERIAL CO.
BY R. E. Harlan

REH:

CC to Oregon State Highway Commission.

RECEIVED
JAN [illegible] 193[illegible]

#1305

P-12

January 5, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 30 enclosing copies of notice of claim that has been filed in your office by Lakeview Meat Company against C. H. Johnson in connection with State Highway Contract No. 1305 which was awarded to him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Copies of the notice are being mailed to Mr. Johnson and his surety.

Very truly yours

Secretary

AJ

January 5, 1933

Union Indemnity Company
℅ Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed by Lakeview Meat Company with the Secretary of State against C. R. Johnson in connection with the contract that was awarded to him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the amount of $214.91.

This notice is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland, Oregon

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 30, 1932

Mr. H. B. Glaisyer, Secretary
State Highway Commission
State Office Building

Dear Sir:

This is to advise that we received from Forrest E. Cooper, Attorney at Law, Lakeview, Oregon, and filed as of this date a notice of claim by the Lakeview Meat Company for materials furnished in the sum of $214.91 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1305.

We have prepared and are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
JAN [illegible] - 1933
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF LIEN CLAIM

TO:

HAL E. HOSS
Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, the Lakeview Meat Co. of Lakeview, Oregon, a partnership consisting of S. P. Dicks and A. F. Allen has a claim for meats, butter, eggs and other foodstuffs in the total sum of $214.91 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, a corporation, as surety, by the Oregon State Highway Commission, for the contract of grading 18.64 miles of that section of the Lakeview-Burns Highway, known as the Valley Falls-Pike Ranch Section, being in Lake County, State of Oregon; being contract No. 1305 of said Oregon State Highway Commission.

That the items going to make up said lien claim were obtained by said C. R. Johnson at his special instanes and request for the purpose of prosecuting said grading contract with the State of Oregon.

A brief statement of said lien claim is here set forth:

Dec. 4, 1931	foodstuffs	.75
Dec. 7, 1931	"	.50
Dec. 18, "	"	.95
Dec. 19, "	"	.40
Dec. 23, "	"	3.75
Dec. 28, "	"	4.85
January 4, 1932	"	.75
January 7, "	"	1.40
(Above purchases made for construction crew [illegible] John Palmer, subcontractor)		
June 1, 1932	foodstuffs	26.29
June 8, 1932	"	39.33
June 14, 1932	"	17.25
June 20, "	"	32.61
June [illegible], [illegible]2	foodstuffs	14.88
July [illegible], "	"	16.54
July 5, "	"	14.00
July 7, "	"	5.30
July 12, "	"	20.99
July 16, "	"	11.50
July 18, "	"	2.87
	Total	214.91

Lakeview Meat Co.
By A. F. Allen.

State of Oregon)
County of Lake) : SS

I, A. F. Allen, being first duly sworn, do say: That I am one of the owners of the Lakeview Meat Co. Lakeview Oregon, and am the manager of said business.

That I have read the foregoing lien claim and understand its contents and I do swear that the same is a correct statement in all respects of the claim of said firm against C. R. Johnson and the Union Indemnity Co. for foodstuffs furnished the former for his construction crews upon the aforementioned contract. That there are no just set-offs or counterclaims of any nature whatsoever to said lien claim.

A. F. ALLEN

Subscribed and sworn to before me this 28th day of Dec. 1932.

(SEAL)

F. E. COOPER
Notary Public for Oregon
My commission expires November 4, 1936.

RECEIVED
JAN

Endorsed: File No. 2175
Filed December 30, 1932
HAL E. HOSS, Secretary of State.

#1305

January 3, 1933

Lakeview Building Material Co.
Lakeview
Oregon

Attention of R. E. Howland

Gentlemen:

Reply is made to your letter of December 30 regarding the C. R. Johnson contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. A certified copy of this contract is enclosed in response to your request. The bond furnished by Mr. Johnson you will find on pages 100 and 101 of the contract.

You will note that this contract is between the State of Oregon and C. R. Johnson, an individual.

Whether or not your claim filed with the Secretary of State is jeopardized, I hesitate to say, but would suggest, in order to be definitely sure, that you amend your previous filing to conform exactly with the enclosed contract.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

LAKEVIEW BUILDING MATERIAL CO.
INCORPORATED
"MATERIALS FOR BETTER HOMES"
LAKEVIEW, OREGON

December 30th. 1932

Balsam Wool
Builders Hardware
Common and Face Brick
••
Ceilings
••
Floorings
••
Johns Manville Products
Asphalt Shingles
Asbestos Roofings
Roof Paints
Felt and Roll Roofing
••
Lime, Cement
and Plaster
••
National Lead Products
Paints, Oil, Enamels
Shellac, Varnish
Dutch Boy Lead
Shingle Stain
Brushes
••
Sash and Doors
••
Insulation Boards
••
Lumber
Rough and Dressed
••
Peerless Built-Ins

Mr. H. B. Glaisyer. Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Further with reference to our claim against C. R. Johnson, Principal, and the Union Indemnity Co., surety, for work on the Valley Falls, Pike Ranch Section of the Lakeview-Burns Highway. Amount $ 73.86. Filed with the office of the Sec. of State, Nov. 16th., 1932.

We are advised by our attorney that we are entitled to a certified copy of the bond furnished, being No. 60404 C. R. Johnson to State of Oregon, Lakeview Contract, and that same may be procured from your office.

Please send us a Certified Copy of this bond by return mail.

In our claim filed with the Secretary of State, November 16th. 1932, we referred to the Bond as being ~~taken~~ furnished by the C. R. Johnson Contract Co., whereas we now note that this bond was filed personally by C. R. Johnson. Please advise if we should file a new claim to correct this error, or whether our claim has not been jeopardized by continued reference to the C. R. Johnson Contract Co., in our claim and correspondence. It seems that Mr. Johnson had all materials for the job covered by his personal bond, charged to the C. R. Johnson Contract Co, and we do not want to forfiet our rights in the matter by reason of mistaken identity of [illegible] XXXX debtor.

Yours very truly,

'KEVIEW BUILDING MATERIAL CO.

BY R. C. Harland

#1305

January 3, 1932

Lake County Pine Lumber Co.
Lakeview
Oregon

Gentlemen: Attention of Mr. W. D. Starbird, Pres.

Responding to your request of December 31, we are enclosing a certified copy of the contract and bond in connection with the contract awarded to C. R. Johnson by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County—State Highway Contract No. 1305.

The state law provides that certified copies of contracts of this nature can be secured upon the filing of an affidavit of claim. The within copy is mailed you prior to the receipt of such an affidavit as a matter of courtesy as we believe that you are in a hurry for it. We will expect you, however, to furnish us with the affidavit within the next few days in order that our files may be completed on the subject.

Very truly yours

Secretary

HBG:AJ

LAKE COUNTY PINE LUMBER CO.
MANUFACTURERS OF
CALIFORNIA PONDEROSA PINE LUMBER
LAKEVIEW, OREGON

December 31st, 1932.

All agreements, quotations, and contracts are contingent upon accidents, strikes, fires, delays of carriers, car shortage and other delays beyond our control. All quotations are subject to prior sale of stocks, change or withdrawal at any time without notice. All quotations and shipments are based on association rules, grades and standards.

Mr. H. B. Glaisyer, Secty.,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

We are advised by our attorney that it is essential that we have a certified copy of the bond of C.R. Johnson, given to the Oregon State Highway Commission as surety for the completion of a certain contract and payment of all bills for labor and materials obtained and used in connection with performance of said contract. Also that the Secretary of the State Highway Commission is the proper person to whom we should make request for such certified copy of bond.

We have previously filed with you and with the Secretary of State, our claim against C.R. Johnson, amounting to $141.25 for materials used in connection with prosecution of his contract #1305 for construction of a portion of the Lakeview-Burns Highway, known as the Pike Ranch-Valley Falls section of this highway.

Please send us the required certified copy of the bond mentioned, so we will be in position to start suit if necessary, to collect the amount of our bill.

Yours very truly,

LAKE COUNTY PINE LUMBER CO.,
By W. O. Starbird
Pres.

#1305

January 3, 1932

Union Indemnity Company
% Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received a communication from the Miller Machine Works of Lakeview in which they state that they have a claim in the sum of $88.75 against C. R. Johnson for labor and materials furnished Mr. Johnson in connection with the contract awarded to him for the grading of the Valley Falls-Pike Ranch Section of Lakeview-Burns Highway, being State Highway Contract No. 1305.

This notice is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

Secretary

HBG:AJ

cc C. R. Johnson
Governor Bldg.
Portland, Oregon

January 3, 1932

Miller Machine Works
Lakeview
Oregon

Gentlemen: Attention of Mr. A. F. Miller

Reply is made to your letter of the 28th ultimo, in which you inquire as to whether or not the State has paid any claims for labor and materials in connection with the contract awarded to C. R. Johnson for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Wish to advise that the State has paid no claims which are directly chargeable to the C. R. Johnson contract. In connection with this contract, Mr. Johnson furnished the State with a surety bond for the protection of claims incurred the project, and we offer this bond to you for the protection of your claim. This bond was written by the Union Indemnity Company for whom Hansen & Rowland are resident agents with offices in the Failing Building, Portland.

We suggest that you file your claim with the bonding company; also file your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

In accordance with our usual practice, we are today notifying the contractor and surety that your claim has been filed in this office.

Very truly yours

Secretary

HBG:AJ

Lakeview, Ore. 12/28/32.

Mr. A. B. Glaisyger.

Dear Sir:

Will you please advise by return mail, if any claims for labor and material have been paid by the state against C. R. Johnson in connection with contract #1305 known as the Valley Falls - Pike Ranch Section of the Lakeview - Burns Highway, advise to whom to write about this matter, a bill of $88 75/100 is due the Miller Machine Works for labor and material.

Yours truly

A. F. Miller.

MILLER MACHINE WKS.
LAKEVIEW, ORE.

#1305

ILP-1a

December 27, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of December 21, enclosing copies of notice of claim filed by Bend Hardware Company against C. R. Johnson to whom the State Highway Commission awarded the contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns-Highway in Lake County.

We are mailing copies of the notice to the contractor and his surety.

Very truly yours

Secretary

AJ

December 27, 1932

Union Indemnity Company
℅ Hansen & Rowland, Inc.,
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed by Bend Hardware Company against C. R. Johnson in connection with State Highway Contract No. 1505 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Said claim is in the sum of $157.17 and is for materials furnished to F. L. Brown, subcontractor under C. R. Johnson.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

AL E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
DEC 24 1932
OREGON
STATE HIGHWAY COMMISSION

December 21, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Bend Hardware Co. for materials furnished in the sum of $137.17 together with interest thereon at 6% from December 18, 1931, against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls Section of the Yellowstone Cut-off in Lake and Klamath Counties, Oregon.

We are enclosing a copy of this notice of claim for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

COPY

NOTICE OF CLAIM

HAL E. HOSS, SECRETARY OF STATE:
TO F. L. BROWN, C. R. JOHNSON and UNION INDEMNITY COMPANY, A CORPORATION:

NOTICE is hereby given that the undersigned Bend Hardware Company, a corporation, have a claim and do hereby assert a claim in the sum of $137.17 together with interest thereon at the rate of six per cent per annum from and after the 18th day of December 1931, against F. L. Brown, sub-contractor, C. R. Johnson, contractor and Union Indemnity Company, a corporation, surety, for materials and supplies furnished by the claimant to the sub-contract and contractor, and used upon the construction of that certain highway project known as the Valley Falls Section of the Yellowstone Cut-off in Lake and Klamath Counties, Oregon.

That said claim is for materials and supplies furnished said F. L. Brown and C. R. Johnson in the construction and grading of said Valley Falls Section of the Yellowstone Cut-off highway in Lake and Klamath counties, Oregon; that the balance due said claimant as above mentioned, and for which it claims a lien, is the sum of ($137.17) One Hundred Thirty-seven and 17/100 Dollars, no part of which has been paid, and that the said sum is due, owing and unpaid to this claimant.

In witness whereof, the said claimant has hereunto set its hand this 20th day of December, 1932.

BEND HARDWARE COMPANY, a corporation

By GEORGE J. CHILDS
Acting Secretary

STATE OF OREGON)
: ss.
County of Deschutes)

I, George J. Childs, being first duly sworn depose and say that I am acting secretary of Bend Hardware Company, a corporation; that the above statement of claim is a just and true charge, and that no part of the same has been paid, and that the amount therein charged was for the benefit of said principal, and his sureties as set forth therein.

GEORGE J. CHILDS

Subscribed and sworn to before me this 20th day of December, 1932.

(SEAL)

H. G. WALLACE
Notary Public for Oregon
My Commission expires, Oct. 12, 1935

Endorsed: File No.2172
Filed December 21, 1932
HAL E.HOSS, Secretary of State.

7 FLP-1 abc

December 22, 1932

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Valley Falls-Pike Ranch Section, Federal Lands Highway Project No. 1-A.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. M. Probert,
Office Engineer.

Dict. by J. W. Nash/GS
Encl

Oregon State Highway Department   Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, December 16, 1932.

Roadway Thru Unappropriated and Unreserved Federal Lands:

(Sta. 182+10 to 380+95; 476+91 to 889+55; 902+50 to 913+85; 919+42 to 929+10; 1005+05 to 1055+05; 1071+10 to 1166+37.7)

State Contract No. 1305:

All Required		Clearing and Grubbing		$ 553.16
83,000	cu. yds.	Excavation, Single Classif.	$ 0.40	33,200.00
27,000	cu. yds.	Common Excavation	0.22	5,940.00
3,500	cu. yds.	Solid Rock Excavation	0.90	3,150.00
54,000	yd. sta.	Overhaul	0.02	1,080.00
2,500	cu. yds.	Earth Cushion	0.30	750.00
2,500	yd. mi.	Earth Cushion Haul	0.18	450.00
1,900	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	2,470.00
360	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	594.00
230	lin. ft.	36" Corr. Galv. Iron Pipe	3.35	770.50
				$ 48,957.66

State Contract No. 1331:

5,500	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 1,760.00
550	cu. yds.	Truck Hauled Filler	0.15	82.50
9,600	yd. mi.	Hauling Gravel	0.08	768.00
900	yd. mi.	Hauling Filler	0.08	72.00
				$ 2,682.50

State Contract No. 1437:

9,000	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.329	$ 2,961.00
900	cu. yds.	Truck Hauled Filler	0.20	180.00
66,700	yd. mi.	Hauling Gravel	0.08	5,336.00
1,500	yd. mi.	Hauling Filler	0.08	120.00
				$ 8,597.00

Sub-total	$ 60,237.16
10% Engr. & Cont.	6,023.71
Total........................	$ 66,260.87

Length	14.730 miles
Cost per mile	$ 4,496.36

Roadway Along Other Lands:
(Sta. 380+95 to 476+91; 889+55 to 902+70; 913+85 to 919+47; 923+10 to 1005+05; 1052+95 to 1072+10)

State Contract No. 1305:

All Required		Clearing and Grubbing		$ 146.84
15,000	cu. yds.	Excavation, Single Classif.	$ 0.40	6,000.00
11,000	cu. yds.	Common Excavation	0.22	2,420.00
4,500	cu. yds.	Solid Rock Excavation	0.90	4,050.00
16,000	yd. sta.	Overhaul	0.02	320.00
500	cu. yds.	Earth Cushion	0.30	150.00
500	yd. mi.	Earth Cushion Haul	0.18	90.00
400	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	520.00
40	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	66.00
				$13,762.84

State Contract No. 1331:

2,400	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 768.00
250	cu. yds.	Truck-hauled Filler	0.15	37.50
4,100	yd. mi.	Hauling Gravel	0.08	328.00
400	yd. mi.	Hauling Filler	0.08	32.00
				$ 1,165.50

State Contract No. 1437:

1,600	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.329	$ 526.40
160	cu. yds.	Truck-hauled Filler	0.20	32.00
14,300	yd. mi.	Hauling Gravel	0.08	1,144.00
250	yd. mi.	Hauling Filler	0.08	20.00
				$ 1,722.40

Sub-total	$16,650.74
10% Engr. & Cont.	1,665.07
Total....................	$18,315.81

Length	3.910 miles
Cost per mile	$ 4,684.35

SUMMARY OF FUNDS REQUIRED

Item	Total Cost	Federal Lands Highway Funds (1932 Funds)	Federal Lands Highway Funds (1933 Funds)	Federal Lands Highway Funds Total	State Funds
Roadway thru Public Lands	$ 66,260.87	$ 56,000.00	$ 9,456.70	$ 65,456.70	$ 804.17
" " Private Lands	18,315.81	- -	- -	- -	18,315.81
	$ 84,576.68	$ 56,000.00	$ 9,456.70	$ 65,456.70	$19,119.98

State Funds for Construction: Chap. 175, laws 1917: Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

October 26, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate accompanying surfacing specifications for the Valley Falls-Pike Ranch Section, F. L. H. Project No. 1-A. Five blueprint copies of Sheet 2 of the plans and five bid proposals are being sent under separate cover.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HR.

Encl.

Oregon State Highway Department Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, October 26, 1932.

(A)

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 182/10 to 380/95; 476/91 to 889/55; 902/50 to 913/80; 919/42 to 929/10; 1002/05 to 1055/05; 1071/10 to 1166/33.7)

State Contract No. 1306:

All Required		Clearing and Grubbing		$ 553.16
83,000	cu. yds.	Excavation, Single Classif.	$ 0.40	33,200.00
27,000	cu. yds.	Common Excavation	0.22	5,940.00
3,500	cu. yds.	Solid Rock Excavation	0.90	3,150.00
54,000	yd. sta.	Overhaul	0.02	1,080.00
2,500	cu. yds.	Earth Cushion	0.30	750.00
2,500	yd. mi.	Earth Cushion Haul	0.18	450.00
1,900	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	2,470.00
360	lin.ft.	24" Corr. Galv. Iron Pipe	1.65	594.00
230	lin. ft.	36" Corr. Galv. Iron Pipe	3.35	770.50
				$ 48,957.66

State Contract No. 1321:

5,500	cu. yds.	Gravel Sub-grade Stabilizer	0.32	1,760.00
550	cu. yds.	Truck Hauled Filler	0.15	82.50
9,600	yd. mi.	Hauling Gravel	0.08	768.00
900	yd. mi.	Hauling Filler	0.08	72.00
				$ 2,682.50

New Work (Estimated Prices)

9,000	cu. yds.	Gravel Sub-grade Stabilizer	0.40	3,600.00
900	cu. yds.	Truck Hauled Filler	0.25	225.00
66,700	yd. mi.	Hauling Gravel	0.10	6,670.00
1,500	yd. mi.	Hauling Filler	0.10	150.00
				$ 10,645.00

Sub-total	$ 62,285.16
10% Engr. & Cont.	6,228.51
Total	$ 68,513.67

Length	14.730 miles
Cost per mile	$ 4,651.50

Roadway thru Other Lands:
(Sta. 380/95 to 476/91; 869/55 to 902/50; 913/85 to 919/42; 929/10 to 1005/05; 1035/05 to 1071/10)

State Contract No. 1305:

All Required		Clearing and Grubbing		$ 146.84
15,000	cu. yds.	Excavation, Single Classif.	$ 0.40	6,000.00
11,000	cu. yds.	Common Excavation	0.22	2,420.00
4,500	cu. yds.	Solid Rock Excavation	0.90	4,050.00
16,000	yd. sta.	Overhaul	0.02	320.00
500	cu. yds.	Earth Cushion	0.30	150.00
500	yd. mi.	Earth Cushion Haul	0.18	90.00
400	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	520.00
40	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	66.00
				$13,762.84

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State Contract No. 1331:

2,400	cu. yds.	Gravel Sub-grade Stabilizer	0.32	768.00
250	cu. yds.	Truck-hauled Filler	0.15	37.50
4,100	yd. mi.	Hauling Gravel	0.08	328.00
400	yd. mi.	Hauling Filler	0.08	32.00
				$ 1,165.50

New Work (Estimated Prices)

1,600	cu. yds.	Gravel Sub-grade Stabilizer	0.40	640.00
160	cu. yds.	Truck-hauled Filler	0.25	40.00
14,300	yd. mi.	Hauling Gravel	0.10	1,430.00
250	yd. mi.	Hauling Filler	0.10	25.00
				$ 2,135.00

Sub-total	$17,063.34
10% Engr. & Cont.	1,706.33
Total	$18,769.67

Length	3.910 miles
Cost per mile	$ 4,800.42

Roadway thru Unappropriated and Unreserved Public Lands:

Federal Lands Hwy Funds Requested:-

	1932 Allotment	$ 56,000.00
	1933 Allotment	11,709.50
State Funds		806.17
		$ 68,515.67

Roadway thru Private Lands:

State Funds		$ 18,769.67
	Total, All Work	$ 87,285.34

#1305

2LP-1a

December 16, 1932

Union Indemnity Company
% Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

Enclosed are copies of notices of claims that have been filed with the Secretary of State against C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. The claims are as follows:

Standard Oil Company........	$ 4704.18
William Hotchkiss............	41.65
Home Supply Company.........	303.25
Laura Hotchkiss..............	2458.30
Panther Oil & Grease Mfg....	406.56

This information is sent you as you appear as surety on the bond of the contractor.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland, Oregon

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letters of December 5 enclosing copies of notices of claims against C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. The claims are as follows:

Home Supply Company....$905.25

Standard Oil Company...4704.13

Copies of the notice are being forwarded to the contractor and his surety.

Very truly yours

Secretary

AJ

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letters of December 3 enclosing copies of notices of claims against C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. The claims are as follows:

Laura Hotchkiss............	$2453.80
William Hotchkiss..........	41.65

Copies of the notice are being sent to the contractor and his surety.

Very truly yours

Secretary

AJ

December 16, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 1 enclosing copies of notice of claim of Panther Oil & Grease Manufacturing Company against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview Burns Highway.

Certified copy of the contract has been sent to the claimant, as requested.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours

Secretary

AJ

retary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 1, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Panther Oil & Grease Mfg. Co. for materials furnished in the sum of $406.56 against the bond taken from C. R. Johnson, principal, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

The Panther Oil & Grease Mfg. Company requests that you kindly send them a copy of the contract and bond covering the above construction work.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

DEC 15 193[illegible]

...retary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

December 5, 1932

15 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Dey, Hampson & Nelson, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by Standard Oil Company of California for materials furnished in the sum of $4,704.13 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

etary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 5, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Arthur D. Hay, Attorney, Lakeview, Oregon, and filed as of this date, a notice of claim by Home Supply Company for materials and as assignee for labor in the sum of $903.25 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway, Contract No. 1305.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
DEC 15 1932

retary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 3, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by William Hotchkiss for materials furnished in the sum of $41.65 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

DEC 15

Yours very truly,

Hal E Hoss

Secretary of State.

HM

ry of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

December 3, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr.H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, an amended notice of claim by Laura Hotchkiss for board furnished in the sum of $2453.30 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway in Lake County, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To: Honorable Hal E. Hoss
Secretary of State
Salem, Oregon.

Oregon State Highway Commission
Salem, Oregon.

NOTICE IS HEREBY GIVEN that the undersigned, Home Supply Company, an Oregon corporation, has a claim for materials and as assignee for labor in the sum of Nine Hundred, three and 25/100ths. dollars ($903.25) against the bond taken from C. R. Johnson, as principal, and Union Indemnity Company, as surety, for the work of construction under Contract No. 1503 upon the Valley Falls - Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

HOME SUPPLY COMPANY

By J.J. VanKeulen
Manager

Endorsed: File No. 2164
Filed December 5th, 1932.
HAL E. HOSS
Secretary of State.

AMENDED NOTICE OF CLAIM OF WILLIAM HOTCHKISS
VALLEY FALLS-PIKE RANCH SECTION
OF THE LAKEVIEW-BURNS HIGHWAY, OREGON, Contract 1305, (Under Section 67-1101, Oregon Code 1930, as amended,)

TO THE STATE OF OREGON AND TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE HEREBY IS GIVEN that the undersigned, WILLIAM HOTCHKISS, of Valley Falls, Oregon, has a claim for materials supplied by him to C. R. JOHNSON, for the prosecution of the work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway; that the materials so furnished were as follows: Between June 1st, 1932 and August 1st, 1932:

1 Monkey wrench, 24 inch,	$5.50
2 bars, half inch round, iron,	2.00
10 ft. 3/8 x ½ flat iron,	1.50
½ sack blacksmith coal,	1.00
25-½ x 1 Machine bolts,	1.43
25-½ x 2 Machine bolts,	1.68
25-½ x 3 Machine bolts,	1.92
25-½ x 4 Machine bolts,	2.17
25-3/8 x 1 Machine bolts,	.72
25-3/8 x 2 Machine bolts,	.90
25-3/8 x 3 Machine bolts,	1.07
25-3/8 x 4 Machine bolts,	1.26
1½ tons of hay at $12.00 per ton,	18.00
1 wagon sheet, 6 x 12,	2.50
Total,	$41.65;

that said claim is in the total sum of forty-one dollars and sixty-five cents ($41.65), against the bond taken from C. R. JOHNSON, as principal, and UNION INDEMNITY CO., a corporation, as surety, for the work of State Highway Construction on said Valley Falls-Pike Ranch Section of said Lakeview-Burns Highway in Lake County, Oregon.

Dated 3 December, 1932.

WILLIAM HOTCHKISS
Claimant.

STATE OF OREGON)
(ss.
County of Marion.)

I, WILLIAM HOTCHKISS, the Claimant above named, being first duly sworn, do, on oath, depose and say that I have read the foregoing amended notice of claim, and know the contents thereof and that the same is true, as I verily believe.

WILLIAM HOTCHKISS

Subscribed and sworn to before me this third day of December, 1932.

(SEAL)

ALLAN G. CARSON
Notary Public for Oregon.
My commission expires 7 October, 1934.

Endorsed: File No. 2162
Filed December 3rd, 1932.
HAL E. HOSS
Secretary of State.

TO THE HONORABLE HAL E. HOSS, Secretary of State
Of the State of Oregon, and to THE STATE OF OREGON.

NOTICE IS HEREBY GIVEN that the undersigned, Standard Oil Company of California, has a claim for goods, wares and merchandise consisting of petroleum products in the sum of Four Thousand Seven Hundred Four and 13/100 Dollars ($4,704.13) against the bond taken from C. E. Johnson, principal, and Union Indemnity Company, surety, in connection with the prosecution of the work of grading 18.84 miles of the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Oregon State Highway Commission Contract No. 1506.

Dated at Portland, Oregon, December 2nd, 1932.

STANDARD OIL COMPANY OF CALIFORNIA

By W. L. MUNCY
District Sales Manager

Endorsed: File No. 2163
Filed December 6th, 1932.
HAL E. HOSS
Secretary of State.

AMENDED NOTICE OF CLAIM OF LAURA HOTCHKISS
VALLEY FALLS-PIKE RANCH SECTION
OF THE LAKEVIEW-BURNS HIGHWAY,
OREGON, Contract 1305, (Under
Section 67-1101, Oregon Code,
1930, as amended.)

TO THE STATE OF OREGON AND TO THE STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

NOTICE HEREBY IS GIVEN that the undersigned, LAURA HOTCHKISS, of Valley Falls, Oregon, has a claim for boarding employees of C. R. JOHNSON, working on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, which board was furnished by the undersigned during the months of June and July, 1932, under contract with C. R. Johnson, for which said C. R. Johnson undertook and agreed to pay the undersigned; that a n itemized statement of said claim is hereto attached and made a part of this claim, setting forth the names of the employees to whom board was furnished and the amount due claimant from said C. R. Johnson for the the board of each of them; that said claim is in the total sum of two thousand four hundred fifty-three dollars and thirty cents ($2453.30); and that said claim is against the bond taken from said C. R. Johnson, as principal and UNION INDEMNITY CO., a corporation, as surety, for the work of State Highway Constructior on said Valley Falls-Pike Ranch Section of said Lakeview-Burns Highway in Lake County, Oregon.

Dated 5 December, 1932.

LAURA HOTCHKISS
Claimant.

ITEMIZED STATEMENT OF CLAIM:

Board for June, 1932:

Jas. Laird	$45.00
Wm. Scott	29.50
Geo. Hoggs	39.00
Roy Hughes	12.50
Ted Shaw	12.50
Alvin Doyle	12.50
Roy Anderson	51.50
Guy Sears	55.50
Geo. Cox	39.50
Edd Hagberg	45.00
Crenshaw	39.00
Carey	45.00
Oscar Golden	45.00
Geo. Bentz	45.00
Sumter	.50
Lind	14.00
McDonnell	45.00
W. Griffith	13.00
Chas. Thompson	37.50
Lofgren	.50
Geo. Nylund	45.00
Ole England	5.00
Chas. Ludvigson	18.50
Ed. Berg	2.00
A. Mayer	45.00
M. Pederson	45.00
L. P. Larsen	55.00
Gibbs	45.00

Gruber	.50
Kelly	2.50
Frank Doyle	31.50
Juste Rivera	1.50
Edd Swansen	44.50
B. Houser	44.50
D. C. Clark	28.50
Geo. Olsen	44.50
Geo. Anderson	44.50
Mike Dooney	43.50
R. E. Turner	42.00
Jen Jensen	42.00
Fred Nelson	42.00
Pete Shelly	42.00
Bill Enholm	42.00
W. P. Dickenson	15.50
John Clancy	42.00
Corcoran	23.00
Owen Griffith	11.00
Brock	25.00
Stratton	1.50
Sam Smith	32.00
DePue	2.00
Blackolb	2.00

Force	$15.50
Bert Greg	1.00
Art Greg	4.50
McNelty	24.50
L. C. Pullen	2.00
McCall	1.00
Erickson	.50
Ryan	.50
North Camp	.50
Geo. Brenner	.50
W. A. Gish	.50
DeGraw	2.50
Mr. Swartwood	2.80
Payton	1.00
Burns	31.20
	$1565.00

Board of July, 1932:

Jas. Laird	$32.50
Wm. Scott	31.00
Geo. Boggs	33.00
Edd Hagberg	31.50
W. Grenshaw	29.50
J. Carey	6.00
O. Golden	24.00
G. Bentz	33.00
C. Thompson	28.50
A. Mayer	31.50
Gibbs	6.00
Houser	33.00
G. Olsen	33.00
G. Anderson	33.00
Mike Dooney	31.50
Turner	33.00
Jens Jensen	33.00
Fred Nelson	33.00
Pete Shelly	31.50
John Clancy	6.00
Sam Smith	33.00
McNelty	33.00
Sears	24.00
Sears Helper	10.00
Tim Shae	24.00
John Sullivan	28.00
A. Ostrom	26.00

W. E. Petty	28.00
H. Glover	26.00
Avery Decker	28.00
Martin Peterson	26.00
W. A. Gish	20.00
Lee Helenbeck	13.00
Scott Burns Swartwood	18.80

Carl Bemmen	.50
Leonard Lund	.50
J. J. Henderson	.50
J. Burns	.50
J. D. Harrison	.50
	$888.50

June Board:	$1565.00
July Board:	888.50
Total	$2453.50

STATE OF OREGON,)
(ss.
County of Marion.)

I, LAURA HOTCHKISS, the claimant above named, being first duly sworn, do, on oath, depose and say that I have read the foregoing amended notice of claim, and know the contents thereof and that the same is true, as I verily believe.

LAURA HOTCHKISS

Subscribed and sworn to before me this third day of December, 1932.

(SEAL)

ALLAN G. CARSON
NOTARY PUBLIC FOR OREGON
My Commission expires 7 October, 1934.

Endorsed: File No. 2161
Filed December 5, 1932
HAL E. HOSS,
Secretary of State.

STATE OF TEXAS)
(ss;
COUNTY OF TARRANT)

Notice is hereby given that the undersigned Panther Oil & Grease Mfg. Co., a Texas corporation, through J. A. Eddins, Credit manager, and the authorized agent of such corporation, has a claim for materials and supplies furnished as shown in detail on the attached copy of invoice No. 10035, dated February 19th, 1932, in the sum of $406.56, against the bond taken from C. R. Johnson, Inc., 414 Governor Bldg., Portland, Oregon, as the Principal, and surety or sureties upon such bond for the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

PANTHER OIL & GREASE MFG. CO.

By J. A. EDDINS
Credit Manager.

Subscribed and sworn to before me on this the 25th day of November A.D. 1932.

(SEAL)

CARL SHANKS
Notary Public in and for Tarrant
County, Texas.

My Commission expires May 31st, 1933.

Endorsed: File No. 2157
Filed December 1st, 1932.
HAL E. HOSS
Secretary of State.

PANTHER OIL & GREASE MFG. CO.
Fort Worth, Texas

C. R. Johnson Inc.
414 Govenor Bldg.,
Portland, Oregon.

Date Feb. 19, 1932.
Invoice No. 10033
Con No 18 0

C. R. Johnson Inc.,
Lake View Oregon,
Ship to Notify-Valley Falls Oregon.

SALESMAN HCJ & HFP
Terms 6/1/32
via Cotton Belt Ry.

Quantity	Article	Net	Price	Amount
2	Drums NEW PANTHERIZED SURE GREASE "Micro-Phytic PROCESSED" #3-Spec for TRACTOR ROLLERS	964	16½	159.06
2	Drums NEW PANTHERIZED SURE GREASE "MICRO-PHYTIC PROCESSED" #00-SPEC FOR TRANSMISSIONS	1012	16½	166.98
1	Drum PANCO GRAPHITE HIGH PRESSURE GREASE	488	16½	80.52
1	Drum NEW PANTHERIZED SURE GREASE "MICRO-PHYTIC PROCESSED"- SPECIAL CABLE GREASE	516	N/C	
				406.56

6
COPY
INVOICE

FREIGHT PREPAID

★1305

FLP-1a

December 15, 1932

Union Indemnity Company
% Hansen & Rowland, Agents
Failing Building
Portland, Oregon

Gentlemen:

We have received information that Lorenz Co. has a claim in the sum of $507.47 against C. R. Johnson in connection with State Highway Contract No. 1305 for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

A copy of the affidavit with reference thereto is enclosed for your further information.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland, Oregon

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

December 10, 1932.

RECEIVED
DE[illegible] 193[illegible]

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am in receipt of your letter of December 7, 1932, inclosing copy of State Highway Contract No. 1305, awarded to C. H. Johnson, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, in Lake County, Oregon. Conforming with your request, I am inclosing herewith an affidavit showing the amount due the Lorenz Co. on that project.

Yours very truly,
Henry E. Perkins.

HEP:EC
Incl.,

RECEIVED
DEC 13 1932
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT.

State of Oregon :
: ss.
County of Klamath :

I, Geo. R. Davis, having been first duly sworn, upon oath say: That I am Credit Manager of Lorenz Co., a corporation; that there is due and owing Lorenz Co. from C. R. Johnson, for work, materials, repairs and supplies used in connection with State Highway Contract No. 1305 with said C. R. Johnson, for the grading of the Valley Falls-Pike Ranch Section of Lakeview-Burns Highway in Lake County, Oregon, a balance in the sum of $307.47. That Lorenz Co. contemplates bringing suit against C. R. Johnson, and his bondsmen, to recover this item.

Geo R Davis

Subscribed and sworn to before me this 10th day of December, A. D. 1932.

Henry E. Perkins
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES OCT. 9, 1934.

#1505

3 L8-1a

December 9, 1932

Union Indemnity Company
℅ Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

This is to notify you that Panther Oil & Grease Mfg. Co. of Fort Worth, Texas, has a claim against C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $406.58 and is for petroleum products furnished to the contractor.

According to our records you appear as surety on the bond of Mr. Johnson.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland, Oregon

December 1, 1932

Panther Oil & Grease Mfg. Co.
Fort Worth,
Texas.

Attention of Credit Department

Gentlemen:

Receipt is acknowledged of your letter of November 28, and copy of notice of claim, in the sum of $406.56, against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305--grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Attached you will find certified copy of contract and bond in connection with the above described project.

In accordance with your request we have changed the name "D. R. Johnson" as given in the notice, to "C. R. Johnson".

Union Indemnity Company is the surety on Mr. Johnson's bond, and Hansen & Rowland, Inc. Failing Building, Portland, Oregon, are the local resident agents.

For your further information we are enclosing a mimeographed copy of Chapter 280, Oregon Laws for 1931, relating to filing of claims against contracts on public works.

Very truly yours

Secretary

AJ

PANTHER OIL & GREASE MFG. CO. TRADE MARK FORT WORTH TEX.

PANTHER OIL & GREASE MFG. CO.

TEXAS' LARGEST EXCLUSIVE MANUFACTURERS OF

LUBRICATING OILS AND GREASES

FORT WORTH, TEXAS

RECEIVED
NOV 29 1932
OREGON
STATE HIGHWAY COMMISSION

November 26th,1932.

AIR MAIL.
Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention: Mr.H.B.Glaisyer, Secretary.

RE: C.R.Johnson, Contractor,
Contract No. 1305, Valley Falls-Pike Ranch
Section of the Lakeview-Burns Highway.

Reviewing our file this morning we note that through a stenographic error the intitials of the claim filed with you by Air Mail Registered on November 25th are shown as "D.R.Johnson" instead of C.R.Johnson.

Please correct this claim as the correct initials are C.R.Johnson.

Yours very truly,

JAE:VD

J A Eddins
Credit Manager.

PANTHER --- THE GREASE IN THE SILVER DRUM

PANTHER OIL & GREASE MFG. CO.
TEXAS' LARGEST EXCLUSIVE MANUFACTURERS OF
LUBRICATING OILS AND GREASES
FORT WORTH, TEXAS

November 25th,1932.

RECEIVED
NOV 29 1932
OREGON

AIR MAIL
Secretary of State,
State of Oregon,
Salem, Ore.

Dear Sir:-

RE: D.R.Johnson, Contractor,
Contract No. 1305, Valley Falls-Pike Ranch
Section of the Lakeview-Burns Highway.

Under Section 67-1101, Chapter 280, Oregon Laws-1931, relating to contractors and bonds required for benefit of laborers and material men, etc., we are enclosing a formal claim covering an account of $406.56 against C.R.Johnson, covering merchandise furnished for use on the above designated Project.

Please furnish us with a certified copy of the contract and bond, upon which a writ of action rests in the event voluntary payment of the account is not made before suit is filed. Unfortunately, we do not have the name of the Surety Company and as a result, we have been forced to leave blank that information. If it is absolutely necessary that we show the name of the Surety Company in a formal claim, then please be kind enough to furnish that information promptly, so that a new claim, giving that information may be substituted for the one we are enclosing.

The enclosed postage free envelope is for your convenience in acknowledging receipt of this claim and in furnishing us with a certified copy of the contract and bond and also with definite information as to whether the enclosed claim is sufficient or that a new one must be substituted carrying the name of the Surety Company.

Yours very truly,

Credit Manager.

JAS:VD
CC•Oregon State Highway Commission,
Salem, Oregon.

Attention: Mr. H.B. Glaisyer, Secretary.

The above has reference to your metter of November 2nd and other correspondence with your office. To facilitate handling on your records, we are enclosing a copy of the claim as filed with the Secretary of State and an additional copy is being sent to the Auditor of Lake County at Lake View, Ore., to be entered on the records of that office.

The enclosed postage free envelope is for your convenience in
(Next Page)

acknowledging receipt of the claim and we shall appreciate it if you will inform us whether or not the claim is in proper shape and if it is imperative that the name of the Surety Company be shown. If so, please supply that information so that a duplicate of the claim may be properly filed with the name of the Surety Company shown.

Yours very truly,

J A Edkins

Credit Manager.

JAE:VD
CC Auditor, Lake County,
Lake View, Oregon.

STATE OF TEXAS)
(ss;
COUNTY OF TARRANT)

Notice is hereby given that the undersigned Panther Oil & Grease Mfg. Co., a Texas corporation, through J.A.Eddins, Credit Manager, and the authorized agent of such corporation, has a claim for materials and supplies furnished as shown in detail on the attached copy of invoice No. 10033, dated February 19th, 1932, in the sum of $406.56, against the bond taken from C.R.Johnson, Inc., 414 Governor Bldg., Portland, Oregon, as the Principal, and surety or sureties upon such bond for the work of grading of the Valley Falls-Pike Ranch Section of the

---

PANTHER OIL & GREASE MFG. CO.
FORT WORTH, TEXAS

THE GREASE IN THE SILVER DRUM

C.R. Johnson Inc.
414 Govenor Bldg.,
Portland Oregon.

DATE Feb. 19, 1932.
INVOICE NO. 10033
Con Na 18 0
SALESMAN HCJ & HFP

SHIP TO C.R. Johnson Inc.,
Lake View Oregon,
Notify- Valley Falls Oregon.

TERMS 6/1/32
VIA Cotton Belt Ry.

"We Thank You and Hope You'll Like The Panther Way"

QUANTITY	ARTICLE	NET	PRICE	AMOUNT
2	Drums NEW PANTHERIZED SURE GREASE "MICRO-PHYTIC PROCESSED" #3-SPEC FOR TRACTOR ROLLERS	964	16½	159.06
2	Drums NEW PANTHERIZED SURE GREASE "MICRO-PHYTIC PROCESSED" #00- SPEC FOR TRANSMISSIONS	1012	16½	166.98
1	Drum PANCO GRAPHITE HIGH PRESSURE GREASE	488	16½	80.52
1	Drum NEW PANTHERIZED SURE GREASE "MICRO-PHYTIC PROCESSED"- SPECIAL CABLE GREASE	516	N/C	406.56

7

COPY
INVOICE

FREIGHT PREPAID

PANTHER OIL & GREASE MFG. CO.
TEXAS' LARGEST EXCLUSIVE MANUFACTURERS OF
LUBRICATING OILS AND GREASES
FORT WORTH, TEXAS

November 28th,1932.

AIR MAIL
Secretary of State,
State of Oregon,
Salem, Ore.

Dear Sir:-

Re: D.R.Johnson, Contractor,
Contract No. 1206, Valley Falls-[illegible] Ranch
Section of the Lakeview-Burns Highway.

Under Section 67-1101, Chapter 280, Oregon Laws-1931, relating to contractors and bonds required for benefit of laborers and material men, etc., we are enclosing a formal claim covering an account of $406.56 against C.R.Johnson, covering merchandise furnished for use on the above designated Project.

Please furnish us with a certified copy of the contract and bond, upon which a writ of action rests in the event voluntary payment of the account is not made before suit is filed. Unfortunately, we do not have the name of the Surety Company and as a result, we have been forced to leave blank that information. If it is absolutely necessary that we show the name of the Surety Company in a formal claim, then please be kind enough to furnish that information promptly, so that a new claim, giving that information may be substituted for the one we are enclosing.

The enclosed postage free envelope is for your convenience in acknowledging receipt of this claim and in furnishing us with a certified copy of the contract and bond and also with definite information as to whether the enclosed claim is sufficient or that a new one must be substituted carrying the name of the Surety Company.

Yours very truly,

Credit Manager.

J.S:VD
CC-Oregon State Highway Commission,
Salem, Oregon.
Attention: Mr. H.B. Glaisyer, Secretary.

The above has reference to your letter of November 2nd and other correspondence with your office. To facilitate handling on your records, we are enclosing a copy of the claim as filed with the Secretary of State and an additional copy is being sent to the Auditor of Lake County at Lake View, Ore., to be entered on the records of that office.

The enclosed postage free envelope is for your convenience in
(Next Page)

acknowledging receipt of the claim and we shall appreciate it if you will inform us whether or not the claim is in proper shape and if it is imperative that the name of the Surety Company be shown. If so, please supply that information so that a duplicate of the claim may be properly filed with the name of the Surety Company shown.

Yours very truly,

JAE:VD
CC Auditor, Lake County,
Lake View, Oregon.

Credit Manager.

Dear Sir:-

As set out above we are enclosing copy of our claim of $406.56 being today formally filed with the Secretary of State of Oregon to afford us the protection of the Surety Bond in connection with work on the above designated Project.

Please enter the items on your records in the customary manner and acknowledge receipt promptly, through the medium of the enclosed postage free envelope, if you wish.

Yours very truly,

JAE:VD

J A Eddins
Credit Manager.

STATE OF TEXAS)
(ss;
COUNTY OF TARRANT)

Notice is hereby given that the undersigned Panther Oil & Grease Mfg. Co., a Texas corporation, through J.A.Eddins, Credit Manager, and the authorized agent of such corporation, has a claim for materials and supplies furnished as shown in detail on the attached copy of invoice No. 10623, dated February 19th, 1932, in the sum of $404.56, against the bond taken from D.R.Johnson, Inc., 414 Governor Bldg., Portland, Oregon, as the Principal, and surety or sureties upon such bond for the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

PANTHER OIL & GREASE MFG. CO.

By J.A.Eddins
Credit Manager.

Subscribed and sworn to before me on this the 25th day of November A.D. 1932.

Notary Public in and for Tarrant
County, Texas.

My Commission expires May 31st,1933.

#1305

JLP-1a

December 7, 1932

Mr. Henry E. Perkins
Attorney at Law
First National Bank Bldg.
Klamath Falls, Oregon

Dear Sir:

As requested in your letter of December 6, we are enclosing a certified copy of the contract and bond in connection with State Highway Contract No. 1305, which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Chapter 280, Oregon Laws 1931, provides that application shall be made for a certified copy of the contract, and an affidavit furnished showing that a claim exists in connection with the contract. However, we are sending you the certified copy now as we presume that you have immediate need therefor.

It will be greatly appreciated if you will supply us with the required affidavit within the next few days so that our files can be completed.

Very truly yours

Secretary

AJ

#1305

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

RECEIVED
DEC 7 1932
OREGON
STATE HIGHWAY COMMISSION

December 6, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I am about to bring a suit on behalf of Lorenz Co., of Klamath Falls, Oregon, against C. R. Johnson and Union Indemnity Company, a corporation, growing out of State Highway Contract No. 1305, awarded to C. R. Johnson, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, in Lake County, Oregon. For purposes of suit and evidence, please forward to me a copy of the contract certified to in such a manner as to admit it to evidence.

Yours very truly,
Henry E. Perkins.

HEP:EC

#1305

#1305

2 L8-1a

December 7, 1932

Union Indemnity Co.
% Hanson & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim of Home Supply Company, Lakeview, in the sum of $805.25, against the bond taken from C. R. Johnson, as principal, and Union Indemnity Company as surety, in connection with State Highway Contract No. 1306 which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland, Oregon

December 6, 1932

Mr. Arthur D. Hay
Attorney at Law
Lakeview, Oregon

Dear Sir:

Receipt is acknowledged of your letter of December 5, enclosing affidavit of J. J. Van Keulen, Manager of Home Supply Company, and copy of notice of claim of Home Supply Company against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours

Secretary

AJ

ARTHUR D. HAY
ATTORNEY AT LAW
LAKEVIEW, OREGON

RECEIVED
DEC 5 1932
OREGON
STATE HIGHWAY COMMISSION

December 3, 1932

The Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In behalf of Home Supply Company, Lakeview, I send you notice of claim by that company against the bond taken from C. R. Johnson, as principal, and Union Indemnity Company, as surety, in connection with Contract No. 1305, Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, and also formal request for certified copies of the contract and bond.

I am informed by my client that you have already sent it the certified copies of these instruments. That being so, you need not send me these. I am filing formal application therefor merely for the purpose of keeping the record straight in case it becomes necessary to sue on the bond.

Very truly yours,

Arthur D. Hay.

RECEIVED
DEC 5 193[illegible]

To: Honorable Hal E. Hoss
Secretary of State
Salem, Oregon

Oregon State Highway Commission
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Home Supply Company, an Oregon corporation, has a claim for materials and as assignee for labor in the sum of Nine Hundred, three and 25/100ths. dollars ($903.25) against the bond taken from C. R. Johnson, as principal, and Union Indemnity Company, as surety, for the work of construction under Contract No. 1305 upon the Valley Falls - Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

HOME SUPPLY COMPANY

By J. J. VanKeulen
Manager

To the Secretary
Oregon State Highway Commission
Salem, Oregon

STATE OF OREGON, :
: ss.
County of Lake, :

I, J. J. Van Keulen, of Lakeview, Oregon, being first duly sworn, on oath say:

That I am the manager of Home Supply Company, an Oregon corporation, of Lakeview, Oregon, operating a general merchandise business:

That materials for the prosecution of the work of construction by C. R. Johnson under Contract No. 1305, under the direction of the Oregon State Highway Commission, upon the Valley Falls - Pike Ranch Section of the Lakeview - Burns Highway in Lake County, Oregon, have been supplied by said Home Supply Company, and said Home Supply Company is the assignee and owner of certain claims for labor furnished for the prosecution of said work, as follows:

1. 1932 Apr. 9 To July 9 To hay, coal and other supplies furnished said C. R. Johnson for said work, balance due $54.08

2. 1932 May 5 To merchandise furnished E. J. Davidson, an employee of said C. R. Johnson on said work, on order by said employee on said C. R. Johnson authorizing and requiring him to pay said order and deduct the amount thwreof from the wages due said employee; same being duly deducted by said C. R. Johnson from such wages, but not paid claimant .... $ 7.75

3. 1932 May 12 to June 20. To merchandise furnished Vance Stratton, an employee of said C. R. Johnson on said work, on order by said employee on said C. R. Johnson authorizing and requiring him to pay said order and deduct the amount thereof from the wages due said employee; same being duly deducted by said C. R. Johnson from such wages, but not paid claimant $23.51

4. 1932 May 2 to July 21. To supplies furnished J. D. House, boarding-house and commissary keeper for C. R. Johnson, under an arraggement whereby the said C. R. Johnson retained from the wages of employees on said work the amount due for their board and commissary items, and credited claimant therewith; balance $817.91

Total $903.25

Said labor and materials were furnished as above set forth, and payment therefor has not been made. The labor and materials were supplied at the instance of C. R. Johnson, the original contractor.

I therefore make application, in behalf of said Home Supply Company, for certified copies of said Contract No. 1305 and of the bond taken from said C. R. Johnson, as principal, and Union Indemnity Company, as surety, under said contract.

J. J. Vanzeulen

Subscribed and sworn to before me this 30th day of November, 1932.

Notary Public for Oregon.

My commission expires August 27th, 1934.

RHB:—

Commission did not want to approve this without further explanation

---

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

ILP-1a

GHWAY COMMISSION
LEM

12, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Attention - Mr. S.H. Probert

ded that the penalty on
, Valley Falls-Pikes Ranch

very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

H G Smith

H. G. Smith,
Construction Engineer.

[illegible] agreement previously presented in my letter of June 1, and have the time extended without penalty.

Yours very truly,

RECEIVED
NOV ? 1932

K. D. Lytle,
Division Engineer.

KDL:B
cc Mr. R. H. Baldock.

REFERRED TO
All right with
By State Highway Engineer

Release him from all penalty.
R.H.B.

Approved by Comm 11/29/32

SCOTT, CHAIRMAN, PORTLAND
ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE
H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

9LP-1a

OREGON STATE HIGHWAY COMMISSION

SALEM

November 12, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. R.H. Baldock,
State Highway Engineer,
Office.

Attention - Mr. S.H. Probert

Dear Sir:

It is recommended that the penalty on C. R. Johnson's contract #1305, Valley Falls-Pikes Ranch Section be remitted.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By H G Smith

H. G. Smith,
Construction Engineer.

---

be willing to waive the agreement previously presented in my letter of June 1, and have the time extended without penalty.

Yours very truly,

K. D. Lytle,
Division Engineer.

RECEIVED
NOV - 1932

KDL:E
cc Mr. R. H. Baldock.

REFERRED TO
All right Smith
By State Highway Engineer

Release him from all penalty.
R.H.B.

Approved by comm 11/29/32

.. SCOTT, CHAIRMAN, PORTLAND
.. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

Mr. [illegible]

November 2, 1932

RECEIVED
NOV 3 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. H. G. Smith.

In reply to your letter of October 18 in regard to the remitting of the engineering charges which were assessed against C. R. Johnson's contract No. 1305, Valley Falls-Pikes Ranch Section.

If it is thought advisable by you to remit this engineering charge it will be satisfactory with me as I have lately learned that Johnson lost everything he owned, including his home and its furniture, on this job. I also learned that the job was originally bid in for Johnson by his foreman, who was evidently more interested in getting a job than he was in making money for Johnson.

In view of the above circumstances I would be willing to waive the agreement previously presented in my letter of June 1, and have the time extended without penalty.

Yours very truly,

RECEIVED
NOV 7 - 1932

K. D. Lytle,
Division Engineer.

KDL:B
cc Mr. R. H. Baldock. ✓

REFERRED TO
All right with
By State Highway Engineer
release him from all penalty.
R.H.B.

Approved by Commission 11/29/32

/265

SCOTT, CHAIRMAN, PORTLAND
G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

October 18, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

C. R. Johnson's Contract #1808, Valley Falls-Pike Ranch Section, was extended approximately one and one-half months with the recommendation that additional engineering costs be paid by the contractor. This amounts to $914.67.

In making comparison with the other contractors we find that many extensions have been granted for an equal time without this engineering penalty and we are writing you to inquire whether or not the penalty should be remitted on this particular job.

We also have a charge against Mr. Johnson of some $400.00 for damages to bridges and moving a shovel out. These two costs represent a considerable percentage of the total cost of the job and it is felt that it might be advisable to remit Mr. Johnson's engineering penalty unless there are very particular reasons to the contrary.

Frequently a contractor is willing to take his losses on a job and accept the final estimate if the matter can be settled up immediately, but disputed claims frequently cause us to have great difficulty in the settlement and really cost us more in the end than if we had remitted the penalty in the beginning. However, we do not wish to make a general practice of this and wish to consider each case on its merits, But all these matters should be considered in making the final recommendation as to the engineering penalties.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

REFERRED TO
State Highway Engineer

NOTED
State Highway Engineer

HGS/H

CC to
R.H. Baldock ✓

#1305

7LP-1a

December 1, 1932

Mr. Arthur D. Hay
Attorney at Law
Lakeview, Oregon

Dear Sir:

We are sending you by express certified copy of the contract and bond in connection with State Highway Contract No. 1305, which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This is in response to your request of November 28.

Very truly yours

Secretary

AJ

ARTHUR D. HAY
ATTORNEY AT LAW
LAKEVIEW, OREGON

November 29th, 1932

The Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

I herewith hand you an application for certified copies of contract of C. R. Johnson for construction of a portion of the Valley Falls - Pike Ranch Section of the Lakeview - Burns Highway in Lake County, and of the contractor's bond, and I shall be much obliged if you will send me such copies in due course.

Notice of claim has been filed with the Secretary of State.

Very truly yours,

Arthur D. Hay

To the Secretary
Oregon State Highway Commission
Salem, Oregon

STATE OF OREGON, :
: ss.
County of Lake, :

I, E. W. Court, of Lakeview, Oregon, being first duly sworn, on oath say:

That labor for the prosecution of the work of construction by C. R. Johnson under contract under the direction of the Oregon State Highway Commission, upon the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, has been supplied by me, to wit,

1932		
June 10	To hauling caterpillar and grader, Klamath Falls to Valley Falls, Oregon	$80.00
July 16) 17)	" hauling caterpillar, bullnoser and other equipment, Valley Falls to Eugene, Oregon	150.00
	Total	$230.00

Said labor was performed at the instance of C. R. Johnson, the contractor, personally, and payment for the same has not been made.

I therefore make application for certified copies of the contract of the said C. R. Johnson and of the bond taken from said contractor as principal and Union Indemnity Company as surety, under said contract.

E. W. Court.

Subscribed and sworn to before me this 29th day of November, 1932.

Arthur D Hay
Notary Public for Oregon.

My commission expires August 27th, 1934.

#1305

7 P-1a

November 30, 1938

Union Indemnity Company
Hansen & Rowland, Inc. of Oregon, Agents
Failing Building
Portland,nOregon

Gentlemen:

Please be advised that a voucher in the sum of $4,147.42 covering final payment to C. A. Johnson on his contract No. 1305, Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, has been prepared. Due to the fact that numerous claims for labor and material have been filed against this contract, this final payment will be held at this office.

For your information, we wish to advise that the total amount earned on this contract is $60,902.96, of which amount $102.56 was for force account work.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:RWB

#1305

JLP-1a

November 30, 1932

Union Indemnity Company
Hansen & Rowland, Inc. of Oregon, Agents
Failing Building
Portland, Oregon

Gentlemen:

Please be advised that we have been notified by Mr. Hal E. Hoss, Secretary of State, that the claim of the Shell Oil Company against C. R. Johnson in connection with his contract No. 1305, Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, has been paid in full.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:RVB

cc: C. R. Johnson
414 Exchange Bldg.,
Portland, Ore.

#1305

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 29 1932
OREGON
STATE HIGHWAY COMMISSION

November 28, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

We are enclosing a copy of a letter from the Shell Oil Company advising that their claim for materials furnished against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, has been paid in full.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

SHELL OIL COMPANY
1020 Chamber of Commerce Building
Portland

November 25, 1932.

STATE OF OREGON,
Salem, Oregon.

Gentlemen:-

Attention - Hon. Hal E. Hoss.

Supplementing our letter of November 5th, 1932, we hereby notify you that settlement has been made direct by the Union Indemnity Company, for the claim we had against them and C.R. Johnson as principal in connection with contract No. 1305 known as Valley Falls Pike Ranch Section of the Lakeview Burns Highway. Our claim therefore, has been paid in full.

Yours very truly,

SHELL OIL COMPANY

W. E. Mitchell

Credti Department.

RHF:N

(COPY)

RECEIVED
NOV 29 1932
OREGON
STATE HIGHWAY COMMISSION

J LP-1a

November 28, 1932

Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

Please prepare any data you might wish to have tomorrow with reference to the engineering penalty on the Johnson contract, which recommendation of yours was turned down at the last meeting of the Commission.

Very truly yours

State Highway Engineer

RHB:HI

#1305

I LP-1a

November 25, 1932

Mr. N. G. Wallace, Lawyer
Bend
Oregon

Dear Sir:

Reference is made to your letter of the 19th instant, directed to Hal E. Hoss, Secretary of State, regarding the claim of your client Bend Hardware Company against C. R. Johnson for materials furnished to Mr. Johnson and his subcontractor F. L. Brown in connection with the contract awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway Contract No. 1305. A copy of your letter of the 19th instant, directed to Mr. James L. Connelly, Failing Building, Portland, is also attached.

It is noted that you are not certain whether this is a state or federal project. Therefore, wish to advise that this is a state contract but is being financed with federal funds provided by the government under the provisions of the Oddie-Colton Act.

The only protection that the State can offer you in the matter of the settlement of the claim is the bond furnished by the contractor in connection with this contract. The Union Indemnity Company wrote the bond and Mr. James L. Conley is the attorney for the bonding company. You have already taken the matter up with Mr. Conley; therefore, there is no advice that we can offer you except that perhaps you had better file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, if you have not already done so.

Very truly yours,

Secretary

HBG:AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 22, 1932

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention Mr. H. B. Glaisyer,

We are enclosing herewith copy of a letter received by this office from N. G. Wallace, Atty., Bend, Oregon, together with a copy of his letter to James L. Connelly, Atty., Portland with reference to a claim by the Bend Hardware Company against C. R. Johnson.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

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NOV 23 1932
OREGON
STATE HIGHWAY COMMISSION

NOTED
Asst. State Highway Engineer

COPY

N. G. WALLACE

Lawyer

BEND OREGON

November 19, 1932

Honorable Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Mr. Hoss.

I am inclosing you herewith copy of a letter I am this day mailing to Mr. James A. Connelly, lawyer, Failing Building, Portland, Oregon. This letter in effect explains inself. My client, furnished to C. R. Johnson and his sub-contractor on the work mentioned in my letter to Mr. Connelly, materials and supplies to the amount of $241.66. I am not certain whether this was a State of Federal job, and am writing this letter merely as a matter of precaution and to req uest that if there is any suggestion you can make by way of assisting me to protect my clients, we will consider it a personal favor.

Yours very truly,

N. G. WALLACE

NGW/MN

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NOV 23 1932
OREGON
STATE HIGHWAY COMMISSION

#1315

November 18, 1932.

James L. Connelly
Lawyer
Failing Building
Portland, Oregon

Dear Mr. Connelly:

I am attorney for Bend Hardware of this city. Mr. George J. Childs has has some correspondence with you in connection with their claim against C. R. Johnson and Union Indemnity Company in connection with the Johnson construction job known as the Valley Falls Section of the Yellowstone Highway in Lake County. Mr. Johnson was the contractor and Mr. F. L. Brown was the sub-contractor.

Mr. Childs has submitted to me your two letters in which you offer the sum of $50.00 for release of the Union Idemnity Company. I have attempted to make a check of this account and in my opinion, $137.17, if not more, is lienable and can be directly charged to this construction. It is true as you state in your letter that a great deal of the claim might be classified as equipment, but in this connection I call your attention to the fact that such items as drill steel, hack saw blades, files, friction tape, belt lacing and such items as repairs to equipment in order to enable such equipment to be continued on the job, are in my opinion all lienable. Take the item of manila rope. It appears to me that this rope was as much a part of material furnished upon the job as bronze welding rod or climax welding compound. It is my judgment that this would also apply to such items as nuts and parts for wrenches, and other items found in this account.

You suggestion as to the electric exploders, this item amounting to $78.38, it occurs to me that if this material was furnished for this job that it would not be required that Bend HardwareCompany trace this material through investigation to determine whether or not it was actually used on the job after it was once delivered for that purpose. If Johnson actually diverted the electric exploders to a job other than the one to which

RECEIVED
NOV 23 1932
OREGON
STATE HIGHWAY COMMISSION

it was delivered, it does not occur to me that Bend Hardware Company would thereby be bound. There is no question but what this material was actually furnished for and delivered to this particular construction. In this connection, it occurs to me that your Company, if you are informed as to where this material is stored, would be able to protect itself through a seizure. We do not feel that Bend Hardware Company should suffer this loss on account of implied dishonesty on the part of Johnson.

Mr. Childs requests me to say to you that his Company is not willing to accept the check for $50.00, but will insist upon a material increase in your offer. As I have stated, through careful checking and investigation, I am convinced that at least $137.17 is properly chargeable to this job. The acceptance of this amount would result in a loss to my clients of $104.48.

May I have a letter from you.

Yours very truly,

N. G. Wallace

NGW/MN

#1305

1 LB-1a

November 23, 1932

Mr. J. M. Deverst

Herewith is a communication from the Lakeview Building Material Company concerning which I just 'phoned you. I have given Glaisyer a copy of this letter as he has a complaint file of all claims against this job and I understand they are numerous.

Assistant State Highway Engineer

CBM:jn

C.R.Johnson Contract No. 1305

LAKEVIEW BUILDING MATERIAL CO. Incorporated

Materials for Better Homes

Lakeview, Oregon

November 16, 1932

Secretary of State
State of Oregon
Salem, Oregon.

Dear Sir:

We have a letter from Mr. James L. Conley, of Portland, Oregon, (Attorney) stating that he has gone over our claim against the Bond furnished by the C. R. Johnson Contract Co., in connection with his Lakeview-Burns Highway Contract No. 1305, and that he finds only the sum of $27.39 within the protection of the Bond, out of our total claim of $73.86.

His reasons as stated are that the balance of our claim is for Camp Buildings, and truck body, and that same have survived the job and are still in use. He asks that we execute a release to the Union Indemnity Company for the balance and accept a check for $27.39.

We are writing Mr. Conley, that we will not accept this check and issue the release, but on the contrary are going to collect the full amount of our claim. As a matter of fact these buildings are not in use at the present time, nor are they of any value both on account of condition and location. They were temporary structures, only intended to be suitable during the life of their contract and are therefore a total loss upon its completion. As for the material for the truck body, same was purchased late in the term of the contract and was perhaps of value when the contract was completed, but it certainly repleaced one which had been worn out on the hob.

We had every assurance that we were protected by this bond in extending the C. R. Johnson Contract Co., credit for supplies and believe that they are now trying to evade payment on a groundless technicality.

We also believe that the authorities of the State are anxious to assist its taxpayers in such matters and are therefore looking to your advice in the matter.

Yours very truly,

LAKEVIEW BUILDING MATERIAL CO.

By. R. E. Harlan

#1315

7LP-1a

November 25, 1932

Union Indemnity Company
$ Hansen & Rowland, Agents
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim filed by Lake County Pine Lumber Company against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1306, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Road.

You will note that the amount of the claim is $141.25 and is for lumber and supplies.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland

November 25, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter enclosing copies of notice of claim filed by Lake County Pine Lumber Company against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. We also acknowledge receipt of letter from Lake County Pine Lumber Company directed to you.

Copies of the notice of claim are being forwarded to Mr. Johnson and the surety on his bond.

Very truly yours,

Secretary

AJ

COPY

LAKE COUNTY PINE LUMBER CO.
Manufacturers of
California Ponderosa Pine Lumber
Lakeview, Oregon

November 19th. 1932

TO STATE OF OREGON:

Office of the SEcretary of State,
Salem, Oregon.

"NOTICE hereby is given that the undersigned, the Lake County Pine Lumber Co., has a claim for lumber and supplies, in the sum of $ 141.25 (One Hundred Forty One, and 25/100 dollars) against the bond taken from the Union Indemnity Co., for the work in connection with Contract No. 1305, known as the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

LAKE COUNTY PINE LUMBER COMPANY.
Lakeview, Oregon.

By R. E. HARLAN

Endorsed: File No. 2154
Filed November 22, 1932
HAL E. HOSS,
Secretary of State

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NOV 23 1932
OREGON

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

November 22, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Lake County Pine Lumber Company for materials furnished in the sum of $141.25 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing for your information, the letter of transmittal from the Lake County Pine Lumber Co. given to Devers 11/23

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
NOV 23 1932
OREGON
STATE HIGHWAY COMMISSION

#1305

[illegible]P-1a

November 21, 1932

Union Indemnity Co.
% Hansen & Rowland, Inc.
Failing Building
Portland, Oregon

Gentlemen:

Enclosed is copy of notice of claim that has been filed with the Secretary of State by Lakeview Building Material Co. against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $73.86 and is for building materials and supplies.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ
cc C. R. Johnson
Governor Building
Portland

November 21, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 18, enclosing copies of notice of claim filed by Lakeview Building Material Company against the bond furnished by G. R. Johnson in connection with State Highway Contract No. 1306, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Receipt is also acknowledged of the letter from the Lakeview Building Material Company, which you forwarded to us for our information.

According to our usual practice, we are today transmitting copies of the notice of claim to the surety and the contractor.

Very truly yours,

Secretary

AJ

HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

November 18, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr.H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by the Lakeview Building Material Company for materials furnished in the sum of $73.86 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

We are also enclosing the letter from the Lakeview Building Material Company transmitting the claim, for your information.

Yours very truly,

Hal E Hoss

Secretary of State.

HM
encs.

RECEIVED
NOV 19 1932
OREGON
STATE HIGHWAY COMMISSION

COPY

LAKEVIEW BUILDING MATERIAL CO.
Incorporated
"Materials for Better Homes"
Lakeview, Oregon

November 16th, 1932

Secretary of State,
State of Oregon.
Salem, Oregon.

Dear Sir:

TO THE STATE OF OREGON, HIGHWAY DEPARTMENT:

NOTICE IS HEREBY GIVEN THAT THE UNDERSIGNED, THE LAKEVIEW BUILDING MATERIAL COMPANY, Lakeview, Oregon, HAS A CLAIM FOR BUILDING MATERIALS AND SUPPLIES IN THE SUM OF $73.86 (Seventy Three and 86/100 dollars) against the bond taken from the UNION INDEMNITY COMPANY, by the C.R. Johnson Contract Co., in connection with their contract No. 1305, known as the VALLEY FALLS--PIKE RANCH SECTION OF THE LAKEVIEW-BURNS HIGHWAY.

Yours very Trugly,

LAKEVIEW BUILDING MATERIAL CO.

BY R. E. Harlan

REH:

Endorsed: File No. 2151
Filed November 18, 1932
HAL E. HOSS,
Secretary of State

#1305

#P-1a

November 22, 1932

Mr. Henry E. Perkins,
Attorney at Law,
First National Bank Bldg.,
Klamath Falls, Oregon.

Dear Sir:

In response to your inquiry of November 19th we wish to advise that the C. H. Johnson contract No. 1305 for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, was completed and accepted on July 22nd, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

RECEIVE
NOV 21 1932
OREGON
STATE HIGHWAY COMMISSIO

November 19, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Please advise me the date of completion and acceptance of the work done under State Highway Contract No. 1305, awarded to C. R. Johnson, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, in Lake County, Oregon.

Yours very truly,

Henry E. Perkins

HEP:EO

41316

FLB-1a

November 18, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

Inclosed is copy of notice of claim filed in the office of the Secretary of State by Kenneth W. House for labor performed in the sum of $115.50 against the bond furnished by you under State Highway Contract No. 1305 awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you since you appear as surety on the bond furnished by the contractor.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

c.c. C. R. Johnson
414 Exchange Building
Portland, Oregon

November 18, 1932

Hon. Hal E. Hoss
Secretary of State
Capitol Building

Dear Sir:

This is to acknowledge receipt of notice of claim of Kenneth W. House for labor performed in the sum of $115.50 under State Highway Contract No. 1305 awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Copies of such claim are today being forwarded to the principal and the surety for their information.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 17 1932
OREGON
STATE HIGHWAY COMMISSION

November 14, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretar

This is to advise that we have filed as of this date, a notice of claim by Kenneth W. House for labor performed in the sum of $115.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Trail Highway near Lakeview, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Secretary of State.

HM

COPY

EDWIN FOSTER
Attorney at Law
Yeon Building
Portland, Oregon

Nove. 9, 1932

To: State Highway Commission of Oregon,
Salem, Oregon.

Notice is hereby given that the undersigned, Kenneth W. House, has a claim for over time labor performed for C. R. Johnson, a contractor, employed by the State Highway Commission of Oregon in the construction of the Yellowstone Trail Highway near Lake View, Oregon, during the months of June and July last past, amounting to $115.50, against the bond taken from C. R. Johnson and his surety, the Union Indemnity Company, in the construction of said Yellowstone Trail Highway.

Kenneth W. House

By Edwin Foster
Attorney

Endorsed: File No. 2148
Filed November 14, 1932
HAL E. HOSS, Secretary of State.

#1305

158-1a

November 18, 1932

Mr. C. O. Fenlason
Attorney at Law
Pittock Block
Portland, Oregon

Dear Sir:

Reference is made to your letter of November 14 relative to State Highway Contract No. 1305.

A check of the contract verifies that it was awarded to cover 18.64 miles of grading on the Valley Falls-Pike Ranch Section on the Lakeview-Burns Highway in Lake County, and was awarded to C. R. Johnson, an individual, on June 4, 1931. Under the special provisions of the work to be done under the contract, the description of work is given in part as follows:

" The work for which bids are to be received and the work to be done under the contract, if awarded, consists of the grading of the Lakeview-Burns Highway in Lake County, ... hereinafter referred to as the Valley Falls-Pike Ranch Section..

" The Valley Falls-Pike Ranch Section is 18.64 miles in length. It extends from Station 182+10, about sixteen miles north of Lakeview, north to Station 1166+33.7 equals 1163+00."

We trust this gives the specific information desired.

Yours very truly
STATE HIGHWAY COMMISSION

Secretary

jn

HONE BROADWAY 0673

C. O. FENLASON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON

November 14, 1932.

RECEIVED
NOV 15 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Re: Sherman J. Frank
C.R.Johnson.

Gentlemen:-

I wish to acknowledge your letter of November 12th in reply to my favor bearing date of November 10th in which you furnished certain information as requested.

You refer to the contract as "The C.R.Johnson contract No. 1305- Valley Falls-Pike Ranch section of Lakeview-Burns Highway in Lake County". I have been informed that the contract was let to C. R. Johnson, Inc. Your letter indicates that it was let to C. R. Johnson and I assume that your letter is correct. However, Mr. Johnson does business through so many corporations as well as an individual that I desire to be accurate on this point before drafting my notice of claim, and I therefore further ask your indulgence to advise me specifically whether the contract was let to C. R. Johnson an individual or C. R. Johnson, Inc., a corporation, and will you further advise in a general way the character of the work called for by the contract.

Thanking you for this favor, I am

Yours very truly,

COF:H

#1305

FLP-1

November 14, 1932

Mr. Edwin Foster
Attorney at Law
Yeon Building
Portland, Oregon

Dear Sir:

We are enclosing certified copy of contract and bond in connection with State Highway Contract No. 1305 which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. This is in response to your request of November 9.

Very truly yours,

Secretary

AJ

November 14, 1932

Union Indemnity Company
% Hanson & Rowland, Agents
Failing Building
Portland, Oregon

Gentlemen:

It has come to our attention that Kenneth W. House has a claim against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1505 that was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is for overtime—165 hours during June and July 1932, at the agreed wage of 70 cents per hour.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

[illegible]:AJ

cc C. R. Johnson
Exchange Building
Portland

EDWIN FOSTER
ATTORNEY AT LAW
YEON BUILDING
PORTLAND, OREGON

Nove. 9, 1932

RECEIVED
NOV 14 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission of Oregon
Salem, Oregon

Dear Sirs:

Inclosed herewith please find affidavit of Kenneth W. House, with relation to his employment by C. R. Johnson, a contractor, under a contract between said C. R. Johnson and the State Highway Commission of Oregon.

Will you please send me a copy of said contract and bond?

Yours very truly,

Edwin Foster

AFFIDAVIT

RECEIVED
NOV 14 1932
OREGON
COMMISSION

STATE OF OREGON, :
: S. S.
County of Multnomah. :

I, Kenneth W. House, being first duly sworn depose and say: That I was employed as a laborer by C. R. Johnson, a contractor employed by the State Highway Commission of Oregon, at said contractors camp #2, located near Lake View, Oregon; that said labor consisted of work performed in the construction of the Yellowstone Trail Highway a public highway in the State of Oregon; that I was required to and did perform labor in excess of 8 hours per day amounting to 165 hours during the months of June and July last past; that I have not been paid for said excess or overtime and that I am entitled to pay for same at the agreed wage of 70 cents per hour.

Kenneth W. House

Subscribed and sworn to before me at Portland, Oregon this 29th day of August 1932.

Edwin Foster
Notary Public for Oregon.

My commission expires October 13th. 1933.

#1305

£ LP-1a

November 14, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 9, enclosing copies of notice that has been filed by National Hospital Association against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being sent to the surety on the bond and the contractor.

Very truly yours,

Secretary

AJ

7-SS
ISSIONERS
LIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

November 14, 1932

IN REPLY PLEASE
REFER TO FILE NO.

Hansen & Rowland, Inc., Agents
for Union Indemnity Company
Failing Building
Portland, Oregon

Gentlemen:

We are enclosing copies of notice of claims that have been filed with the Secretary of State against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1505, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. The claims are as follows:

National Hospital Association for hospitalization..............	$ 536.87
Shell Oil Company for gasoline, etc.........................	200.00

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

AJ

Secretary

cc C. R. Johnson
Exchange Building
Portland

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

November 9, 1932

Oregon State Highway Department
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Clark and Clark, Attorneys at Law, Portland, Oregon, and filed as of this date, a notice of claim by the National Hospital Association for hospitalization in the sum of $556.86 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Secretary of State.

HM

ECEIVE
NOV 12 1932

NOTICE OF CLAIM AGAINST BOND OF C. R. JOHNSON

TO: State Highway Commission of the State of Oregon, and Hal E. Hoss, Secretary of State of the State of Oregon.

Notice is hereby given that the undersigned, National Hospital Association, a corporation organized and existing under and by virtue of the laws of the State of Oregon has a claim for the expenses of medical, surgical, hospital, nursing and dental services in the sum of Five hundred fifty six and 86/100 ($556.86) Dollars against the bond taken from C. R. Johnson, as principal, and Union Indemnity Company, a corporation, as surety, for the work of the Construction of the Valley-Falls - Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon, the said contract being between the State Highway Commission of the State of Oregon and C. R. Johnson, as contractor which contract is number 1305 of the said State Highway Commission.

The following is a statement of the nature and circumstances of the claim of the National Hospital Association:

That by agreement and arrangement between said National Hospital Association, C. R. Johnson, and the employees of said C. R. Johnson, National Hospital Association agreed to bear the expense of medical, surgical, hospital, nursing and dental services, as needed by the employees of said C. R. Johnson; that under and by virtue of said agreement and arrangement, the said services were to be paid for each month by moneys deducted from the wages of said employees and paid over to National Hospital Association, as authorized by Sections 49-1501 to 49-1511, Oregon Code 1930. That National Hospital Association performed all the services required by it to be performed and paid all the expense thereof for the period from January 1, 1932, to July 31, 1932. That all of the services performed were performed for laborers of C. R. Johnson engaged in doing the work called for by the contract with the State Highway Commission heretofore referred to. That during said period there was deducted from the wages of the employees of said C. R. Johnson, with their authority and consent, for the purpose of being paid over to National Hospital Association, the sum of Six hundred forth seven and 73/100 ($647.73) Dollars, no part of which has been paid except the sum of Ninety and 87/100 ($90.87) Dollars, leaving a balance due to National Hospital Association in the sum of Five hundred fifty six and 86/100 ($556.86) Dollars. That all of said sums were deducted from wages earned by laborers employed by C. R. Johnson, which wages were earned by laborers in connection with the performance of the contract with the State Highway Commission by C. R. Johnson. That National Hospital Association, by reason of said arrangements and said deductions is the assignee and holder of claims of laborers for unpaid wages against the bond heretofore described, in the total sum of Five hundred fifty six and 86/100 ($556.86) Dollars.

NATIONAL HOSPITAL ASSOCIATION
By C. C. BECHTOLD
Its Secretary

STATE OF OREGON)
County of Multnomah) ss:

I, C. C. Bechtold being first duly sworn, depose and say:

That I am Secretary of National Hospital Association, a corporation, named in the foregoing notice of claim; that I have personal knowledge of the facts therein set forth, have read the foregoing claim and the same is true as I verily believe.

C. C. BECHTOLD

(SEAL) Subscribed and sworn to before me this 5th day of November, 1932.

BETTY M. JOHNSON
Notary Public for Oregon
My commission expires: Jan. 20, 1932

Endorsed: File No.2146
Filed November 9, 1932
HAL E. HOSS, Secretary of State.

#1305

PP-1a

November 14, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 9, enclosing copies of notice that has been filed by Shell Oil Company against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being sent to the surety on the bond and the contractor.

Very truly yours,

Secretary

AJ

November 14, 1932

Hansen & Rowland, Inc., Agents
for Union Indemnity Company
Failing Building
Portland, Oregon

Gentlemen:

We are enclosing copies of notice of claims that have been filed with the Secretary of State against the surety bond that was furnished by C. R. Johnson in connection with State Highway Contract No. 1305, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. The claims are as follows:

National Hospital Association for hospitalization..............	$ 556.87
Shell Oil Company for gasoline, etc..........................	200.00

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Exchange Building
Portland

1

…of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 12 1932
OREGON
…E HIGHWAY COMMISSION

November 9, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Shell Oil Company for materials furnished in the sum of $200.00, against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Secretary of State.

HM

RECEIVED
NOV 10 1932
OREGON
[illegible] COMMISSION

SHELL OIL COMPANY

Petroleum
Products

1020 Chamber of Commerce Building
PORTLAND

STATE OF OREGON,
SALEM, OREGON

ATTENTION - Honorable Hal E. Hoss,
SECRETARY OF STATE.

NOTICE IS HEREBY GIVEN that the undersigned, SHELL OIL COMPANY, has a claim in the sum of TWO HUNDRED DOLLARS ($200.00), against the bond taken from C. R. JOHNSON as principal, and Union Indemnity Company, as surety, for the work on contract No. 1305½ known as the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway.

Said claim is for gasoline and lubricating oilsused in the construction of said above described job.

In event said claim is not settled and paid without an action in the courts to enforce the same, in addition to above item, undersigned claims the sum of EIGHTY DOLLARS ($80.00) as attorney's fees and costs.

Dated this fifth day of November, 1932, SHELL OIL COMPANY,

BY R. H. FORBES
Credit Department.

STATE of OREGON)
COUNTY of MULTNOMAH) ss

R. H. FORBES, being sworn upon oath deposes and says; that the above statement and claim is just, true and correct; that the material therein charged was actually furnished as therein stated and that no part of the same has been paid, and the material therein charged was for the benefit of said principal and sureties and STATE of OREGON.

Subscribed and sworn to before me this 5th day of Nov. 1932.
(SEAL)
E. W. EGGEN
Notary Public for Oregon
My commission expires Nov. 8, 1935.

Endorsed: File No. 2145
Filed November 9, 1932
HAL E. HOSS,
Secretary of State.

#1315

3 LB-1a

Nov. 12, 1932

C. C. Fenlason, Atty. at Law
Pittock Block
Portland, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 10th concerning the C. R. Johnson contract No. 1305 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Please be advised that this contract was completed and accepted on July 22, 1932. The bond furnished in connection with this contract was written by the Union Indemnity Company for whom Hansen and Rowland Inc., Failing Bldg., Portland, are the resident agents.

Yours very truly
STATE HIGHWAY COMMISSION

JM:MC

Secretary

#1305

PHONE BROADWAY 0673

C. O. FENLASON
ATTORNEY AT LAW
PITTOCK BLOCK
PORTLAND, OREGON

November 10, 1932.

RECEIVED
NOV 12 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

I am advised that you let a contract to C. R. Johnson, Inc., calling for the doing of certain road work on Section 1 Valley Falls-Pike Ranch Section of Lakeview-Burns highway in Lake County, Oregon.

I further understand that this work was completed and accepted several months ago. I am representing a materialman who has not received payment and I would thank you to advise me immediately as to the date and number of the contract, the name of the contractor, the number of the contract, the name of the surety on the bond, a short accurate description of the work, and the date when the contract was completed and accepted, such information being required to properly draw a notice of claim.

Thanking you for your usual prompt attention, I am

Yours very truly,

COF:H

#88-1a

Nov. 9, 1932.

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 5th enclosing copies of notice of claim filed by A. Johnson against the bond taken from G. R. Johnson in connection with State Highway Contract No. 1305 which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notices are being mailed to the contractor and his surety.

Yours very truly
State Highway Commission

HBG:MC

Secretary

J R P

Nov. 9, 1932

Hansen & Rowland Inc., Agents
Union Indemnity Company
Failing Building
Portland, Oregon

Gentlemen:

Notice of claim for wages amounting to $7.00 has been filed by A. Johnson against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305 which was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

This information is given you as you appear as surety on the bond of the contractor.

Yours very truly
STATE HIGHWAY COMMISSION

HBG:MC Secretary

cc - C. R. Johnson
Exchange Bldg.
Portland

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

November 5, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by A. Johnson for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon

We are are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

RECEIVED
NOV 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L.Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned A. Johnson, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 5, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

A. JOHNSON

Endorsed: File No. 2144
Filed November 5, 1932
HAL E. HOSS, Secretary of State.

#1305

P-1a

November 7, 1932

Mr. Otto W. Heider
Attorney at Law
Heider Building
Sheridan, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of November 5 with further reference to the claims of Messrs. Monk and Morris for grading work amounting to $166.11 in connection with State Highway Contract No. 1305 awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. Your letter is being referred to the Attorney, Mr. J. M. Devers, for any further suggestions he may have to offer.

Yours very truly

Secretary

HBG:jn
c.c. Mr. J. M. Devers

388-1a

November 7, 1932

Mr. H. V. Schmalz
Attorney at Law
Masonic Building
Burns, Oregon

Dear Sir:

Reference is made to your inquiry of November 3. [illegible]

The bond furnished by Knute Lien in connection with State Highway Contract #1305 for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway was written by the Union Indemnity Company for whom Hansen & Rowland, Inc., are agents, with offices in the Failing Building, Portland, Oregon.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

H. V. Schmalz
ATTORNEY AT LAW
UNITED STATES COMMISSIONER
MASONIC BUILDING
BURNS, OREGON

November 3rd, 1932.

RECEIVED
NOV 5 - 1932
OREGON
[illegible] COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

Will you kindly advise me by return mail who furnished the bonds for Mr. Knute Lien on the Yellowstone Cut-off Highway between Burns and Lakeview?

I am anxious to receive this information just as soon as possible, and thank you in advance for the same.

Very truly yours,

H. V. Schmalz

HVS:RAR

STATUS OF PAYMENTS FOR CONSTRUCTION OF LAKEVIEW-BURNS HIGHWAY

	HARNEY COUNTY SECTION	LAKE COUNTY SECTION
Total amount expended by state..	$35,970.00	$77,010.00
State's share, across state school lands................	4,540.00	2,550.00
County's share, across private lands advanced by state......	12,170.00	5,915.00
Government's share, across public lands, advanced by State.....	*19,260.00	68,545.00
*Government has reimbursed the state to-date...............	12,239.76	30,420.85

Status of Payments for construction of
Lakeview Burns Hghy -

	Harney Co section	Lake County section
Total amt. expended by state	$35,970.00	$77,010.00
State share, acc. on state school lands	4,540.00	2,550.00
County's share, acc. on private lands, advanced by state	12,170.00	5,915.00
Government share, acc. on public lands, advanced by state	* 19,260.00	68,545.00
*Government has reimbursed the state to date	12,239.76	30,420.85

Voucher
#

13 TB - 680 ✓
TC - 1745 ✓

19 TB - 682 ✓
- 1743 ✓

✓ March Est - 2942 ✓ ✓ yes 4.136.85

19 TC - 670 ✓
- 1746 ✓

✓ March Est - 2943 ✓ yes 1,488.00

Above 2 vouchers signed by present commission

Hung.

(100% ttl)

by present commission.

Cont

77.010.00

2,550.00

5,915.00

68,545.00

Collected from Govt 12,[illegible]29.76 30,420.85

JLP

total amt. spent on Lakeview Burns Hwy.
amt paid by state across school lands (100% state)
" advanced from govt.
" " " counties
" actually paid by govt.
amounts paid out by voucher signed by present commission.

	Harney County	Lake County
Total Expended	35,970.00	77,010.00
Across School Lands (State Share)	4,540.00	2,550.00
Private Lands (Co. Share)	12,170.00	5,915.00
Govt Lands (Govt Share)	19,260.00	68,545.00
Collected from Govt	12,239.76	30,420.85

JLP

November 4, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith two copies of a statement showing the estimated expenditures for quarterly periods for Oregon Federal Lands Highway Projects.

With reference to the amount of work performed to October 31st on Emergency Construction Highway projects, please be advised that this amount is $100,000, consisting of $30,000 to be paid from federal aid funds and $70,000 to be paid from Emergency Construction Highway funds.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/HH.

Encl.

ESTIMATED EXPENDITURES BY QUARTERLY PERIODS

FOR OREGON FEDERAL LANDS HIGHWAY PROJECTS

November 3, 1932

F.L.H. Proj. No.	Section	Total Estimated Cost	Total Federal Aid	ESTIMATED FEDERAL PAYMENTS Totals for quarter ending Dec.31,1932	Additional for quarter ending Mar.31,1933	Additional for quarter ending June 30,1933	Additional for quarter ending Sept.30,1933
	WORK UNDER AGREEMENT						
1-A	Valley Falls-Pike Ranch	$73,225.34	$56,000.00	$56,000.00	$ --	$ --	$ --
1-B	Pike Ranch-Harney County Line	95,439.29	89,000.00	89,000.00	--	--	--
1-C	Lake Co. Line-Okerman Ranch	52,551.43	37,977.00	37,977.00	--	--	--
2	Warm Springs Survey	17,400.00	10,400.00	10,400.00	--	--	--
	CONTEMPLATED WORK NOT UNDER AGREEMENT						
	Surfacing, Lakeview-Burns	25,000.00	20,000.00	5,000.00	15,000.00	--	--
	Grading, Burns-Juntura	110,000.00	100,000.00	--	20,000.00	50,000.00	30,000.00
	Survey, Jordan Valley-Calif. Line	12,000.00	10,000.00	--	--	10,000.00	--
		$385,616.06	$323,377.00	$198,377.00	$ 35,000.00	$ 60,000.00	$ 30,000.00

#1305

E SP-1a

November 3, 1932

Hansen & Rowland, Inc., Agents
for Union Indemnity Company
Failing Building
Portland, Oregon

Gentlemen:

The following notices of claims have been filed with the Secretary of State against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway:

Sam Smith................ for labor	$18.38
Guy Graham............. for labor	80.15
C. O. DeGraw........... for labor	72.50
John Burns............. for labor	7.00

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. [illegible]nson
Exch[illegible] Bldg.
Port[illegible]nd

November 3, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 1, enclosing copies of notice of claim filed by Sam Smith against the bond taken from C. R. Johnson in connection with State Highway Contract No. 1306, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

November 1, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by Sam Smith for labor performed in the sum of $18.38 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

OPY

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Sam Smith, has a claim for wages in the sum of $18.38 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 9, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

SAM SMITH

Endorsed: File No.2139
Filed November 1, 1932
HAL E. HOSS,
Secretary of State.

#1305

November 3, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 1, enclosing copies of notice of claim filed by John Burns against the bond taken from G. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours,

Secretary

AJ

AL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

November 1, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by John Burns for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, John Burns, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 3, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

JOHN BURNS

Endorsed: File No. 2141
Filed November 1, 1932
HAL E. HOSS,
Secretary of State.

#1305

November 3, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 1, enclosing copies of notice of claim filed by C. O. DeGraw against the bond taken from C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours,

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

November 1, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by C. O. DeGraw for labor performed in the sum of $79.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building ,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Mr. C. O. DeGraw, has a claim for wages in the sum of $79.50 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Co. as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 7, 1932, up to and including July 24, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

C. O. DE GRAW

Endorsed: File No. 2840
Filed November 1, 1932
HAL E. HOSS,
Secretary of State.

#1305

November 3, 1932

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of November 1, enclosing copies of notice of claim filed by Guy Graham against the surety bond taken from C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being mailed to the contractor and his surety.

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

November 1, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received and filed as of this date, a notice of claim by Guy Graham for labor performed in the sum of $59.15 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

COPY

RECEIVED
NOV 2 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned Guy Graham, has a claim for wages in the sum of $59.15 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of April 1, 1932, up to and including June 19, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

GUY GRAHAM

Endorsed: File No. 2142
Filed November 1, 1932
HAL E. HOSS,
Secretary of State.

#1305

588-1a

November 2, 1932

Panther Oil & Grease Mfg. Co.,
Fort Worth, Texas.

Attention: J. A. Eddins.

Gentlemen:

Receipt is acknowledged of your letter of October 31st concerning the C. R. Johnson Contract No. 1305 - Valley Falls - Pike Ranch Section of the Lakeview-Burns Highway.

Please be advised that we have no record of your claim of $406.50 being filed in this office against the above contract.

The above contract was completed on July 22nd, 1932, and you have six months from the date of completion to file your claim against the bond. For your further information we are enclosing herewith a copy of Chapter 280, Oregon Laws for 1931 relative to the filing of claims against contractors on public works.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

PANTHER OIL & GREASE MFG. CO.
TEXAS' LARGEST EXCLUSIVE MANUFACTURERS OF
LUBRICATING OILS AND GREASES
FORT WORTH, TEXAS

Oct. 31st,1932.

The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:-

Attention: Mr. H.B. Glaisyer, Sec'y.

RE: C.R. Johnson, Inc. - Constract 1305,
Valley Falls-Pike Ranch Section,
Lakeview-Burns Highway.

Please inform us whether or not you have on file our claim of $406.56, against the above contractor and project.

Also be kind enough to inform us of the date from which time is computed in which a claimant must procure a certified copy of contract bond to be filed with your Department in order to take advantage of the provisions of the Surety Bond in effect in connection with this project.

The enclosed postage free envelope is for your convenience and we trust that you will let us have the prompt response.

Yours very truly,

JAE:VD

J A Eddins
Credit Manager.

RECEIVED
OCT 193

PANTHER --- THE GREASE IN THE SILVER DRUM

#1305.

128-1a

November 1, 1932

Union Indemnity Company
% Hansen & Rowland, Agents
Failing Building
Portland, Oregon

Gentlemen:

We have received from the Bureau of Labor affidavits relative to monies due in connection with State Highway Contract No. 1305 which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. They are as follows:

Guy Graham.................... for work performed	$ 59.15
John Burns.................... for work performed	7.00
Sam Smith.................... for work performed	18.58
C. O. DeGraw.................... for work performed	79.50

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ
cc C. R. Johnson
Exchange Bldg.
Portland

November 1, 1932

Bureau of Labor
101 Courthouse
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of October 31, enclosing affidavits of Guy Graham, John Burns, Sam Smith and C. O. DeGraw relative to their claims against C. R. Johnson for work performed in connection with State Highway Contract No. 1306, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Oregon.

We are today notifying the bonding company that these affidavits have been filed in this office.

Very truly yours,

Secretary

AJ

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

RECEIVED
NOV 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

October 31, 1932.

State Highway Commission,
Capitol Building,
Salem, Oregon.

Gentlemen:

Referring to our letter to you of August 8th, enclosing affidavits of a number of men who had claims against C. R. Johnson, contractor, on the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Oregon:

We are enclosing herewith affidavits of the following men who have filed claims with this Bureau, which claims are in addition to those set forth in the above mentioned letter:

Guy Graham
John Burns
Sam Smith
C. O. DeGraw

As we already have a copy of the contract and bond, it will not be necessary to send another.

Very truly yours,

BUREAU OF LABOR

By Charles H Elrey
Deputy Commissioner of Labor
k

CHE/GK

RECEIVED
NOV 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Guy Graham, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $ .62½ per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of approximately $ 59.15 for said work, labor and services; that I have made demand upon the said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

x Guy Graham

Subscribed and sworn to before me this 17th day of September 1932.

J E Davis
Notary Public for Oregon

My Commission expires Jan. 31, 1933

RECEIVED
NOV 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, John Burns, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of approximately $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

x John Burns

Subscribed and sworn to before me this 9th day of ~~August~~ September, 1932.

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

RECEIVED
NOV 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Sam Smith, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls,Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $18.36 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

Sam Smith

Subscribed and sworn to before me this 31 day of August, 1932.

O. P. B. Bunch
Notary Public for Oregon

My Commission expires Feb 12. 1936

RECEIVED
NOV 1 - 193
OREGON
TATE HIGHWAY COMMIS

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, C. O. DeGraw, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $6.00 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon: that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of approximately $$77.50 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

C. O. DeGraw

Subscribed and sworn to before me this 20 day of Sep. 1932

R W Steel
Notary Public for Oregon

My Commission expires. June 1, 1935

Cont 1305

I LP-1a

October 21, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 20, enclosing copies of notice of claim filed by James B. Jones against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Copies of the notice are being mailed today to the contractor and his surety.

Very truly yours,

Secretary

AJ

October 21, 1932

Union Indemnity Company,
℅ Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

I am enclosing copy of notice of claim that has been filed with the Secretary of State by James B. Jones against the surety bond furnished by C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

The claim is in the sum of $989.12 and is for the following:

For transportation of shovel.....	$ 537.60
damage to highway bridge.....	451.52

This information is given you as you appear as surety on the bond furnished by the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.
Portland

AL E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

October 20, 1932

State Highway Commission
State Office Building

Gentlemen: Attention Mr.H. B. Glaisyer, Secretary

This is to advise that we received from Lewis, Lewis & Finnigan, Portland, Oregon, and filed as of this date, a notice of claim by James B. Jones for labor performed in the sum of $989.12 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

Law Offices of
LEWIS, LEWIS & FINNIGAN
414 Couch Building
Portland, Oregon

October 18, 1932.

To Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Notice is hereby given that the undersigned, James B. Jones, has a claim for labor for hauling and moving of shovel of C. R. Johnson from Lakeview to La Pine, Oregon, and for damages to bridge on account of failure to dismantle the shovel and overloading of trucks of the undersigned, in the sum of $989.12, itemized as follows:

For transportation of shovel	$537.60
damage to highway bridge	451.52
	989.12

against the bond taken from C. R. Johnson as a contractor and principal, and Union Indemnity Co. as surety, for the work of construction of the Valley Falls-Pike Ranch Section Lakeview-Burns Highway.

JAMES B. JONES

Endorsed: File No. 2154
Filed October 20, 1932
HAL E. HOSS,
Secretary of State.

#1305

FLP-1a

October 20, 1932

Mr. James B. Jones,
480 E. Holman St.,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of October, in which you give notice of your claim against State Highway Contract No. 1305, which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are writing today to the surety company relative to your claim.

Very truly yours,

Secretary

AJ

October 20, 1932

Union Indemnity Company,
℅ Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

Attached you will find copy of notice of claim received from James B. Jones relative to his claim against the surety bond furnished in connection with State Highway Contract No. 1506, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond of the contractor, C. R. Johnson.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.
Portland

LAW OFFICES OF
LEWIS, LEWIS & FINNIGAN
414 COUCH BUILDING
PORTLAND, OREGON

October 18, 1932.

To Oregon State Highway Commission,
Salem,
Oregon.

Notice is hereby given that the undersigned, James B. Jones, has a claim for labor for hauling and moving of shovel of C. R. Johnson from Lakeview to La Pine, Oregon, and for damages to bridge on account of failure to dismantle the shovel and over loading trucks of the undersigned, in the sum of $989.12, itemized as follows:

For transportation of shovel	$537.60
damage to highway bridge	451.52
	989.12

against the bond taken from C. R. Johnson as a contractor and principal, and Union Indemnity Co. as surety, for the work of construction of the Valley Falls-Pike Ranch Section Lakeview-Burns Highway.

James B. Jones

1932

FORM 2-C-1 4802 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

ILP-1

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

October 17, 1932

RECEIVED
OCT 18 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. S. H. Probert.

I have received a copy of the letter which was addressed to Mr. John T. Burch asking for the reason why all of the materials on the Valley Falls-Okerman Ranch job were not hauled from the nearest pit.

The reason for this cross haul was due to the fact that the materials in the various pits were not equal in value as surfacing materials. In several instances the gravel in one pit would be large and it would be used as base and the top put on out of another pit, this was the case at pits located at Stations 896 and 1910. The materials at these locations were much better than in the adjoining pits on account of the size.

The material taken from the pit at station 300 was too fine to set up well and the pit was abandoned and materials hauled from the pit located 2.8 miles south of station 0 + 00.

Yours very truly,

K. D. Lytle,
Division Engineer.

KDL:E
cc Mr. R. H. Baldock.
cc Mr. John T. Burch.

NOTED
State Highway Engineer

188-1a

October 15, 1932

Tiffany Grease Works,
200 N. Trinity Ave.,
Fort Worth, Texas.

Attention of Mr. R. H. Wyatt, Credit Manager

Gentlemen:

Reference is made to your inquiry of October 11.

State Highway Contract No. 1505, which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, was completed on July 22, 1932.

Very truly yours,

Secretary

AJ

#1345

TIFFANY
LUBRICANTS
"FINE AS A SILKY FILM OF GAUZE
—TOUGH AS A RHINO HIDE"

TIFFANY
LUBRICANTS
AMERICA'S FINEST—
ADD YEARS TO GEARS

TIFFANY GREASE WORKS
200 N. TRINITY AVENUE
FORT WORTH, TEXAS

Oct. 11th, 1932.

The Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

Attention: Mr. H. B. Glaisyer, Secretary.

RE: C. R. Johnson, Contractors, Contract
#1305, Valley Falls-Pipe Ranch Sec.
Lakeview - Burns Highway.

Please note on the bottom of this letter and return to us promptly, showing the approximate date of completion of work on the above designated Project.

The enclosed postage free envelope is for your convenience and your courtesy in this respect will be appreciated very highly.

Yours very truly,

TIFFANY GREASE WORKS.

E:D

Credit Manager.

RECEIVED
OCT 15 1932
OREGON
STATE HIGHWAY COMMISSION

"good as gold" TIFFANY "America's Finest"

41305
Lake Co
FLP-1a

October 11, 1938

Union Indemnity Company,
Hanson & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

I am handing you herewith copy of notice of claim that has been filed with the Secretary of State by Theodore H. Hilleboe against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $210.00 and is for rental and use of an automobile.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.
Portland, Oregon

October 11, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of October 10, enclosing copies of notice of claim filed against C. R. Johnson in connection with the state highway contract that was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. It is noted that the claim is for $210.00, for rental and use of an automobile.

In accordance with your suggestion, we are today sending copies of the notice to the contractor and the surety on his bond.

Very truly yours,

Secretary

AJ

Portland, Oregon,

October 8, 1932.

Secretary of State of the State of Oregon,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Theodore H. Hilleboe, has a claim for $210.00 against the bond taken from C. R. Johnson, Contractor, as Principal, and the Union Indemnity Company, as Surety, for services consisting of the rental and use of an automobile for 3½ months from February 1, 1932 to May 15, 1932, on the Valley-Falls-Pike Ranch Section of the Lakeview-Burns Highway, which use and rental was of the reasonable value of $60.00 per month and which automobile was used during said time for the benefit of the said C. R. Johnson and was used in furtherance and performance of the work being performed by C. R. Johnson under his said contract, No. 1305, concerning which said bond was taken.

Very truly yours,

THEODORE H. HILLEBOE

Endorsed: File No. 2131
Filed October 10, 1932
HAL E. HOSS,
Secretary of State.

HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

October 10, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from Mr. J. B. Ofner, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Theodore H. Hilleboe for services performed in the sum of $210.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

CONTRACT# 1305

FLP 1-A Valley Falls-Pikes Ranch Sec. 1932

#1305 Folder # 3

FLP-1a

September 27, 1932

Mr. Otto W. Heider,
Attorney at Law,
Sheridan, Oregon.

Dear Sir:

Reply is made to your letter of the 21st instant, regarding the claim of Monk and Morris of Grand Ronde for services rendered C. R. Johnson in connection with the contract awarded him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

It is noted that you have failed to secure any satisfaction from either Mr. Johnson or the bonding company with respect to the settlement of the claim. It, therefore, appears to us that the only thing left to do is to attempt to collect on the bond.

Mr. Johnson's address is 414 Governor Building, Portland, Oregon, in the event that you wish to correspond with him concerning this matter.

Very truly yours,

Secretary

HBG:AJ

PHONES {SHERIDAN OFFICE 750
WILLAMINA OFFICE 8X2
RESIDENCE 2X51

OTTO W. HEIDER
ATTORNEY AT LAW
HEIDER BUILDING
SHERIDAN, OREGON

CITY ATTORNEY

RECEIVED
SEP [illegible]

September 21, 1932

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

I thank you for the information contained in your letter of June 22nd in regard to the contract held by C. R. Johnson for grading of the Valley Falls-Pike Ranch section of the Lakeview-Burns highway in Lake County under State Highway Contract No. 1305.

I have taken up with Hansen & Rowland, Inc., several times the failure of Mr. Johnson to pay the $180.11 due Monk and Morris of Grand Ronde for grading under their subcontract of John Palmer, which was largely team work. Hansen & Rowland, Inc., as agents of the Union Indemnity Company maintain no office in the State of Oregon and they referred me to their attorney, James L. Conley in the Failing Building, Portland, but he will not answer inquiries and about the only recourse left to my clients is to file action against the bonding company although they regret to do this since the claim is not large and their claim has been

---

contractor, or with any other state highway contractor.

Inquiry has been made in the office of the State Corporation Commissioner which reveals that C. R. Johnson incorporated as C. R. Johnson, Inc. on July 24, 1930. I am informed that the officers of this company are: C. R. Johnson, President; C. D. Melbolm, Secretary, and C. R. Johnson, Treasurer. The address is 414 Governor Building, Portland. The company is incorporated for $1,000.00.

The contract for the grading of the Valley Falls-Pike Ranch Section was awarded to Mr. Johnson by the State Highway Commission on June 4, 1931 but, as stated above, there is nothing in the contract that would indicate that the corporation had anything whatever to do with ~~him~~.

Very truly yours,

MBG:AJ

Secretary

PHONES { SHERIDAN OFFICE 786
WILLAMINA OFFICE 9-X-2
RESIDENCE 3-X-81

OTTO W. HEIDER
ATTORNEY AT LAW
HEIDER BUILDING
Sheridan, Oregon

City Attorney

September 21, 1932

Oregon State Highway Commission -2-

okayed by the Transitman for the State Highway department.

This claim has been pending almost ½ year since the State Highway department rendered a statement of yardage on March 7, 1932. You, no doubt, have had similiar difficulty with this contractor and can let these laboring men know if it will be necessary to file action in order to recover on their claim. I am unable to locate C. R. Johnson but I suppose correspondence with him would be useless.

Thanking you for the kindness of giving us what information you can, I am

Respectfully yours,

Otto Heider

OWH:IL

We have no record in this department of C. R. Johnson, Inc. as having anything whatever to do with this contract, or with any other state highway contract.

Inquiry has been made in the office of the State Corporation Commissioner which reveals that C. R. Johnson incorporated as C. R. Johnson, Inc. on July 24, 1930. I am informed that the officers of this company are: C. R. Johnson, President; C. D. Malcolm, Secretary, and C. R. Johnson, Treasurer. The address is 414 Governor Building, Portland. The company is incorporated for $1,000.00.

The contract for the grading of the Valley Falls-Pike Ranch Section was awarded to Mr. Johnson by the State Highway Commission on June 4, 1931 but, as stated above, there is nothing in the contract that would indicate that the corporation had anything whatever to do with it.

Very truly yours,

HBG:AJ Secretary

388.1a

September 21, 1932

Clark & Clark,
Attorneys at Law,
Yeon Building,
Portland, Oregon.

Attention of Mr. R. R. Bullivant

Gentlemen:

Reply is made to your letter of the 20th instant, concerning C. R. Johnson, contractor, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

I have made a thorough search of our records and files and find that all of the contracts entered into by the State Highway Commission with C. R. Johnson are with C. R. Johnson as an individual. We have no record in this department of C. R. Johnson, Inc. as having anything whatever to do with this contract, or with any other state highway contract.

Inquiry has been made in the office of the State Corporation Commissioner which reveals that C. R. Johnson incorporated as C. R. Johnson, Inc. on July 24, 1930. I am informed that the officers of this company are: C. R. Johnson, President; C. D. Moltolm, Secretary, and C. R. Johnson, Treasurer. The address is 414 Governor Building, Portland. The company is incorporated for $1,000.00.

The contract for the grading of the Valley Falls-Pike Ranch Section was awarded to Mr. Johnson by the State Highway Commission on June 4, 1931 but, as stated above, there is nothing in the contract that would indicate that the corporation had anything whatever to do with [illegible].

Very truly yours,

HBG:AJ

Secretary

ing to the records of the Corporation Commissioner
. R. Johnsin incorporated as C. R. Johnson, Inc. on
July 24, 1930. Officers are C. R. Johnson, Pres.,
C. D. Molcolm, Secretary, and C. R. Johnson Treasurer,
414 Governor Bldg., Portland, Oregon. He incorporated
for $1,000.00

All the contracts he has ever has with us have been
signed by himself as an individual.

K

CABLE ADDRESS CLARK

YEON BUILDING
PORTLAND, OREGON

September 20th, 1932.

State Highway Commission,
Salem, Oregon

Gentlemen:

In preparing the claim of National Hospital Association against the bond of C. R. Johnson in connection with Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway we notice that the contract was with C. R. Johnson an individual.

We understand that on various occasions a firm by the name of C. R. Johnson, Inc. has been connected with C. R. Johnson, and we would like to know whether your records show that Johnson formed a corporation after making the contract with the Highway Commission, whether this corporation assumed the contract, and what connection, if any, the corporation, C. R. Johnson, Inc., had with the contract in question.

Very truly yours,

CLARK & CLARK,

By: R R Bullivant
R. R. Bullivant

RRB:PON

RECEIVED
SEP 21 1932
OREGON

CLARK & CLARK

ATTORNEYS AT LAW

ALFRED E. CLARK
MALCOLM H. CLARK
R. R. BULLIVANT

CABLE ADDRESS CLARK

YEON BUILDING
PORTLAND, OREGON

September 20th, 1932.

State Highway Commission,
Salem, Oregon

Gentlemen:

In preparing the claim of National Hospital Association against the bond of C. R. Johnson in connection with Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway we notice that the contract was with C. R. Johnson an individual.

We understand that on various occasions a firm by the name of C. R. Johnson, Inc. has been connected with C. R. Johnson, and we would like to know whether your records show that Johnson formed a corporation after making the contract with the Highway Commission, whether this corporation assumed the contract, and what connection, if any, the corporation, C. R. Johnson, Inc., had with the contract in question.

Very truly yours,

CLARK & CLARK,

By: R R Bullivant
R. R. Bullivant

RRB:PON

RECEIVED
SEP 21 1932
STATE HIGHWAY
OREGON

#1305

JLB-1a

September 20, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you copy of notice of claim filed by Willamette Construction Company with the Secretary of State against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

The amount of the claim is $225.00 and is for labor and materials furnished.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc C. R. Johnson
Governor Bldg.
Portland

September 20, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 19 enclosing copies of notice of claim filed by Willamette Construction Company against C. R. Johnson in connection with State Highway Contract No. 1505 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are forwarding copies of the notice to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
SEP 1932

September 19, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim for labor and materials furnished in the sum of $225.00 against the bond taken from C. R. Johnson, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway, State Highway contract No. 1305, filed by Willamette Construction Co.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Secretary of State.

HM

The Honorable Hal Hoss,
Secretary of the State
of Oregon,
Salem, Oregon

The claim of the Willamette
Construction Company, Eugene
Oregon, for a rental of
equipment.

C. R. Johnson, Contractor,
Government Building
2nd and Stark Streets,
Portland, Oregon

Balance due $225.00

Union Indemnity Company
of Louisana,
Ocean A. Lyman, Agent,
213 American Bank Bldg.,
Portland, Oregon.

In re: State highway
Contract No. 1305

Notice is hereby given that the undersigned, Willamette Construction Company of Eugene, Oregon, a corporation, has a claim for labor performed and material and equipment furnished in the form of rentals which C. R. Johnson, contractor, agreed to pay for the use of one #30 caterpillar with bulldozer and one road ripper in the prosecution of the work of grading under said contract the road known as the Lakeview to Burns section in the state highway in the sum of a balance of $225.00, against the bond taken from said C R. Johnson, as principal, and the Union Indemnity Company of Louisana, a corporation, as surety, for the construction and the grading of said highway from Lakeview, Lake County, Oregon, to Burns, Oregon.

Said C. R. Johnson, contractor, used said caterpillar tractor with bulldozer from May 10, 1932 until July 18, 1932 in the prosecution of the work of grading said Lakeview-Burns highway and used said road ripper from May 17, 1932 to July 18, 1932 on construction of said work and expressly agreed to pay as rental therefor $250.00 per month for said caterpillar and bulldozer and $50.00 per month for said roadripper. Said C. R. Johnson, contractor, had the use of said equipment and did use said equipment for the period of time mentioned for a total rental of $400.00.

The the rental payment for use of said caterpillar with bulldozer and for said roadripper has not been paid by said C. R. Johnson, contractor, or by any one for him except in the sum of $175.00 paid on or about July 18, 1932, leaving a balance now unpaid to the sum of $225.00.

Dated Eugene, Oregon, this 2nd day
of September, 1932.

(SEAL)

Willamette Construction Company,

By.Wm..W..Marcombe.............
Secretary

Endorsed: File No. 2115
Filed September 19, 1932
HAL E. HOSS,
Secretary of State.

#1305
Lake Co.

1 LP-1a

September 15, 1932

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

Receipt is acknowledged of your letter of September 14, enclosing copies of notice of claim filed by Lorenz Company against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, said claim being in the sum of $307.47.

Copies of the notice are being forwarded to the contractor and his surety.

Very truly yours,

Secretary

AJ

September 15, 1932

Union Indemnity Co.,
℅ Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

I hand you herewith copy of notice of claim filed with the Secretary of State by Lorenz Co. against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $307.47 and is for materials furnished.

This information is transmitted to you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland, Oregon

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
SEP 15 1932
OREGON
MMISSION

September 14, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Lorenz Company for materials furnished in the sum of $307.47 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway, State Highway contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal Hoss

Secretary of State.

HM

COPY

RECEIVED
SEP 15 1932
OREGON
STATE HIGHWAY COMMISSION

LORENZ CO.

Mill and Industrial Supplies
Klamath Falls, Oregon

Sept. 13, 1932

State of Oregon
Hal E. Hoss, Secretary of State
Salem, Oregon

Dear Sir;

Notice is hereby given that the undersigned, Lorenz Co., an Oregon Corporation, has a claim for Materials furnished in the sum of $307.47 (Three hundred seven and 47/100 Dollars) against the bond taken from C. R. Johnson and/or C. R. Johnson Inc. and Union Indemnity Company for the work of grading the Valley Falls-Pike Ranch section of the Lakeview-Burns highway in Lake County, Oregon being State Highway contract number 1305.

The above claim is correct and just and payment therefor has not been received.

LORENZ CO.

By E. M.Iyl
Secretary

Endorsed: File No. 2113
Filed September 14, 19
HAL E. HOSS,
Secretary of State.

#1305
Johnson

1a

September 14, 1932

Mr. Henry E. Perkins,
Attorney at Law,
Klamath Falls, Oregon.

Dear Sir:

Pursuant to your request of September 10, I am enclosing certified copy of contract and bond in connection with State Highway Contract No. 1305, awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Malheur County.

Very truly yours,

Secretary

AJ

HENRY E. PERKINS
ATTORNEY AT LAW
FIRST NATIONAL BANK BUILDING
KLAMATH FALLS, OREGON

September 10, 1932.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

It looks as if it is going to be necessary for me to bring a suit on the bond given by C. R. Johnson in connection with his contract to build a portion of the State Highway known as "Valley Falls-Pipe Ranch Section of Lakeview-Burns Highway". This contract, I understand, is No. 1305. My client is the Klamath Machine & Locomotive Works of Klamath Falls, Oregon. Please forward to me a copy of this contract, certified to in such a manner as to entitle it to be introduced as evidence in the event of a trial.

Thanking you in advance in this matter, I am,

Yours very truly,

Henry E. Perkins.

HEP:EO

RECEIVED
SEP 12 1932
OREGON
STATE HIGHWAY C

#1305
Lake Co

September 5, 1932

Union Indemnity Co.,
% Hansen & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

I hand you herewith certified copy of notice of claim which has been filed by Gordon & Finkbeiner with the Secretary of State against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Said claim is in the sum of $425.00 and is for rental of machinery.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland,

September 9, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of September 8, enclosing certified copies of notice of claim which has been filed by Gordon & Finkbeiner against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County; said claim being in the sum of $425.00 for rental of machinery.

Copies of the notice are being sent to the contractor and his surety.

Very truly yours,

Secretary

AJ

retary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

September 8, 1932

RECEIVED
SEP [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by Gordon & Finkbeiner Co. for rental of materials furnished in the sum of $425.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of theLakeview-Burns Highway, State Highway contract No. 1305.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State

HAM

Erie City Iron Works
Ingersoll-Rand Company
S. Morgan Smith Company
Dean Bros. Company
Nash Engineering Co.
Yeonmans Bros. Co.
Mason Regulator Co.
Terry Steam Turbine Co.
Norris Machine Works

Boilers and Engines
Water Wheels and Governors
Motors and Generators
Steam and Power Pumps
Condensers and Circulating Pumps
Air and Gas Compressors
Rock Drills and Pneumatic Tools
Mason Steam Specialties
Steam Turbines and Reduction Gears

GORDON & FINKBEINER CO.
Manufacturers' Representatives
Power and Pumping Machinery
222-224 Pine Street
Portland, Oregon

September 7, 1932.

Hal E. Hoss, Secretary of State,
State House,
Salem, Oregon.

Dear Sir:

Notice is hereby given that the undersigned, Gordon & Finkbeiner Company, 224 Pine Street, Portland, Oregon has a claim for rental of Ingersoll-Rand Air Compressor for five and two thirds months at a monthly rental of Seventy Five dollars ($75.00) per month, or a total of Four Hundred and twenty five dollars ($425.00) against the bond taken from G. R. Johnson, Inc., 414 Governor Building, Portland, Oregon, Principal, and Union Indemnity Company, Surety, for the work on Contract Number 1305, known as the Valley-Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours,

GORDON & FINKBEINER CO.

By E. C. PIPER
E. C. Piper, Secty.

ECP:EC

Endorsed: File No. 2112
Filed September 8, 1932
HAL E. HOSS,
Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Gordon & Finkbeiner Company for rental of equipment furnished in the sum of $425.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on September 8, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 8th day of September, A. D. 1932.

1859

Hal E Hoss
Secretary of State

BY Alene Phelps DEPUTY

#1305

September 6, 1932

Union Indemnity Company,
℅ Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

I hand you certified copy of notice of claim that has been filed with the Secretary of State by F. L. Brown against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Said claim is for $1,500 and is for rental of equipment.

This information is given you as you are the surety on the contractor's bond.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland

September 8, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of September 5, enclosing certified copies of notice of claim which has been filed by F. L. Brown against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. It is noted that the claim is for $1,500 and is for rental of equipment.

We are today sending copies of the notice to the contractor and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

September 3, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention H. B. Glaisyer, Secretary.

You are advised that we received from Messrs. Coan & Rosenberg, Attorneys, Portland, Oregon, and filed as of this date, a notice of claim by F. L. Brown for rental of equipment in the sum of $1,500.00 against the bond taken by C. R. Johnson, principal, and the Union Indemnity Company, surety , for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Project No. 1305.

We are enclosing a certified copy of the notice for your information and files, together with two additional copies, one of which may be forwarded, if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

RECEIVED
SEP 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

TO THE STATE OF OREGON
and
OREGON STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, F. L. Brown, has a claim for rental of equipment, particularly four Ford Trucks, furnished and rented to C. R. Johnson in the sum of One Thousand Five Hundred dollars ($1,500.00) and is against C. R. Johnson, contractor and principal, and Union Indemnity Company, surety, upon bond furnished by the said Union Indemnity Company in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said C. R. Johnson on and covering the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1305. That said equipment was furnished and rented by the undersigned claimant to C. R. Johnson, contractor, and was used for the work of grading and other work performed on said contract.

That said rental consists of agreed rental for the use of the said four trucks at the rate of $300.00 per month, and that said trucks were actually used in the performance of said contract between the third day of February, 1932, and the third day of July, 1932.

Dated August 31, 1932.

F. L. BROWN
Claimant.

ENDORSED:
File No. 2111
Filed September 5, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by F. L. Brown for rental of equipment in the sum of $1,500.00 against the bond taken by C. R. Johnson, principal, and the Union Indemnity Company, surety, for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Project No. 1305, with the original notice of claim filed in the office of the Secretary of State on September 3, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 3rd day of September, A. D. 1932.

Hal E Hoss
Secretary of State

BY ______ DEPUTY

FORM 2-C-1 4906 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

[illegible]-1a

[illegible]

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

September 6, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

I have had the resident engineer work up some costs on the Lakeview-Burns surfacing and his tabulation is attached hereto.

The contractor has completed all of the surfacing from Sta. 820 north to Sta. 3226 and now has his equipment at Sta. 300, from which point he will complete the surfacing between Stations 0 and 133 and from station 150 to 165.

None of the surfacing has been done on Unit No. 1-C. The costs shown contemplate the surfacing of the following stations:

Station	to Station	
3926	3957	3" Cinders
4016	4025	3" "
4066	4071	3" "
4098	4110	3" "
4179	4190	3" "
4422	4438	3" "
4733	4765+48	8" Gravel.

In case you desire to extend this contract any further to take up the available money will you please advise me.

RECEIVED
SEP 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

I would suggest that if funds are available we complete the sections previously omitted from station 133 to 165 amd from 165 to 182, both of which are private land.

You sent me the set up on these jobs but I can not seem to find it now. The costs on this tabulation do not include the engineering costs.

Yours very truly
K. D. Lytle
K. D. Lytle
Division Engineer

kdl/c
cc H. G. Smith

#1305
Lake Co
7 SP-10

September 6, 1932

Clark & Clark,
Attorneys at Law,
Yeon Building,
Portland, Oregon.

Attention of Mr. R. R. Bullivant

Gentlemen:

Responding to your request of the third instant, I am pleased to hand you herewith a certified copy of the contract awarded by the State Highway Commission to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, known as State Highway Contract No. 1305.

The contract, you will note, is for the grading of 18.64 miles of the above mentioned highway. The contract was awarded on June 4, 1931 and while the date specified for completion was May 31, 1932, the work was actually completed on July 22, 1932, Mr. Johnson having been granted an extension of time by the State Highway Commission.

In connection with this project, Mr. Johnson furnished the State with a surety bond for the protection of all labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for which Hansom & Rowland, Inc. of Oregon are local agents with offices in the Failing Building, Portland.

It is noted that it is your intention to file a formal notice of claim in behalf of the National Hospital Association. We will appreciate receiving this notice to complete our files.

Very truly yours,

Secretary

HBG:AJ

CLARK & CLARK

ATTORNEYS AT LAW

ALFRED E. CLARK
MALCOLM H. CLARK
R. R. BULLIVANT

CABLE ADDRESS CLARK

YEON BUILDING
PORTLAND, OREGON

September 3, 1932

RECEIVED
SEP [illegible] - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:-

We represent National Hospital Association which has a claim against C. R. Johnson, Inc., who did some highway work in the vicinity of Lakeview. We wish to procure copies of the bond and contract, and to prepare formal notice of the claim, and demand for the bond.

Will you please inform us whether this contractor has a contract with the commission, the nature of the contract, its date, the name of the bonding company, the date on which the work was completed, and the location of the work.

We would also like to have copies of the contract and bond. We will later send in formal demand for the copies and notice of the claim.

Yours very truly,

CLARK & CLARK

By: R. R. Bullivant
R. R. Bullivant

RRB:LHW

ANSWERED

Form 39—E-18703—2M—10-30

1a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date September 3, 1932

Job name Valley Falls-Pike's Ranch

section of

Highway Lakeview-Burns

County Lake *Job prefix* 19-IB

Week from August 28 *to* Sept. 3d

Mail address Lakeview- Oregon.

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Engineering party working on final estimates. Will probably have them completed by September 10th.

Indications are that final estimate will be about $1000. under contract price.

RECEIVED
SEP 7 - 1932
[illegible]
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information.)

Signed B. Crowley

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party 4

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

RECEIVED
SEP 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

1a

August 31, 1932

Mr. Mervin Rankin,
Attorney at Law,
605 Title & Trust Bldg.,
Portland, Oregon.

Dear Sir:

Reference is made to our letter of August 25th which was in answer to yours of August 24th concerning the C. R. Johnson contract No. 1305 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Please be advised that we stated that this contract was completed on July 22nd and was accepted by the Highway Commission on August 5th, The date of acceptance was in error as the contract was completed on July 22nd 1932 and was accepted as of that date.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

#1305
Lake Co

388-1a

August 25, 1932

Mr. Merwin Rankin,
Attorney at Law,
608 Title & Trust Bldg.,
Portland, Oregon.

Dear Sir:

In response to your inquiry of August 24th we wish to advise that the C. R. Johnson contract No. 1305 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, was completed on July 22nd, 1932, and was accepted by the Highway Commission on August 5th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

MERWIN RANKIN
ATTORNEY AT LAW
605 TITLE AND TRUST BUILDING
PORTLAND, OREGON

August 24, 1932.

Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Mr. Glaisyer:

C. R. Johnson, as I understand, has a contract for some work on the Freemont Highway between Burns and Lakeview. As I understand, the section covered by the contract was near Valley Falls, north of Lakeview. Will you kindly advise me as to whether this particular work has been completed and the job accepted.

Thanking you for your attention to this matter, I am

Yours very truly,

MR:ED

August 25, 1932

Coan & Rosenberg,
Attorneys at Law,
Pittock Block,
Portland, Oregon.

Gentlemen:

Reference is made to our letter of August 25th which was in answer to yours of August 24th concerning the C. R. Johnson contract No. 1206 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Please be advised that we stated that the above contract was completed on July 22nd and was accepted by the Highway Commission on August 5th. The date of acceptance was in error as the contract was completed on July 22nd, 1932 and was accepted as of that date.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

J. McF.

#1305

August 25, 1932

Coan & Rosenberg,
Attorneys at Law,
Pittock Block,
Portland, Oregon.

Gentlemen:

In response to your inquiry of August 24th we wish to advise that the C. R. Johnson contract No. 1305 - Valley Falls-Pike Rabch Section of the Lakeview-Burns Highway in Lake County, was completed on July 22nd, 1932, and was accepted by the State Highway Commission on August 5th, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MOE M TONKON

August 24, 1932

RECEIVED
AUG 25 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem
Oregon

Gentlemen:

In regard to the contract of C. R. Johnson in the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, under highway contract No. 1305, will you be so kind as to advise us whether or not the contract in question has been completed and the date of the acceptance of the work by the State Engineer.

Very truly yours,

Coan & Rosenberg

RAC FC

JLP-1A

August 30, 1932

Lakeview Building Material Co.,
Lakeview,
Oregon.

Attention of Mr. R. E. Harlan

Gentlemen:

This acknowledges receipt of the carbon copy of your letter, dated August 29, directed to Hansen & Rowland, Inc., agents for the Union Indemnity Company, concerning your claim against C. R. Johnson.

There is nothing further that the State Highway Commission can do with respect to securing a settlement of your claim. We have written the bonding company, and also the contractor, and have advised you that you have recourse to action on the bond furnished by Mr. Johnson; also, that you should file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931.

The above mentioned bond is furnished for the protection of claims incurred against the project and there appears to be no further information or assistance that we can give you. You will note that notice of claim should be filed with the Secretary of State prior to the expirationof 6 months following the date of completion of the project in order to hold the bond responsible.

Very truly yours,

Secretary

HBG:AJ

LAKEVIEW BUILDING MATERIAL CO.

INCORPORATED

"MATERIALS FOR BETTER HOMES"

LAKEVIEW, OREGON

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

Balsam Wool
Builders Hardware
Common and Face Brick

••

Ceilings

••

Floorings

••

Johns Manville Products
Asphalt Shingles
Asbestos Roofings
Roof Paints
Felt and Roll Roofing

••

Lime, Cement
and Plaster

••

National Lead Products
Paints, Oil, Enamels
Shellac, Varnish
Dutch Boy Lead
Shingle Stain
Brushes

••

Sash and Doors

••

Insulation Boards

••

Lumber
Rough and Dressed

••

Peerless Built-Ins

August 29th. 1932

Hansen and Rowland, Inc. Agents.
Union Indemnity Co.,
Washington Building,
Tacoma, Washington.

Gentlemen: Ref: Bond No. 60404 C. R. Johnson Contract Co., to State of Oregon. Lakeview Contract.

Under date of July 19th. 1932, we wrote to you in regard to the balance due us by the above contractor, and enclosed our claim in the amount of $ 73.86.

You have not as yet favored us with a reply, and we are at a loss to know the status of this account. We have been advised by the State Highway Department, that all such bill would be taken care of, by the Union Indemnity Co., and are therefore at a loss to understand why we have not heard from you.

Kindly favor us with a reply, that we may have a definite idea, as to when we may expect returns on this account, which is now far past due.

Yours very truly,

LAKEVIEW BUILDING MATERIAL CO.

BY R. E. Harlan

REH:

[illegible]

Oregon State Highway Commission.

Can you assist us in getting satisfaction of this account?

ANSWERED
1-[illegible]-32.

#1305

18P-1a

August 29, 1932

Home Supply Company
Lakeview, Oregon

Attention: J. J. VanKinlen

Gentlemen:

Acknowledgment is made of receipt of your letter of the 22nd inst. advising us of your claim against C. R. Johnson in the sum of $905.25 for food furnished Mr. Johnson in connection with his contract for the construction of the Valley Falls - Pike Ranch section of the Lakeview - Burns Highway in Lake County.

I am enclosing in this letter a mimeographed copy of Chapter 280 of the Laws of Oregon, 1931, relating to the filing of claims against contractors on public work. You will note that notice of these claims must be filed with the Secretary of State prior to the expiration of a period of six months from the date of the completion of the project in order to hold the bonding company liable after that period expires.

I would suggest that you file your notice with the Secretary of State in conformance with this statute.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:RWB

LAK EW PAISLEY PLU ADEL

HOME SUPPLY COMPANY

WHOLESALE AND RETAIL
OUR OVERHEAD IS LESS - - WE SELL FOR LESS
LAKEVIEW, OREGON

and SUPPLY STOREHOUSE

COFFEE
DRIED FRUITS
CANNED FRUITS
GROCERIES
LARD
CURED MEATS
NUTS
MILK
SUGAR
SOAP
FLOUR
FRESH VEGETABLES
JARS FOR CANNING
GUNS
AMMUNITION
MEN'S CLOTHING
STAR BRAND SHOES AND BOOTS
BARBED WIRE
FIELD FENCING
WIRE
FIELD POSTS
LESLIE STOCK SALT
CREAM SEPARATORS
BARLEY
CORN
RYE
SEEDS AND FEEDS
MILL SUPPLIES
SHEARING SUPPLIES
TENTS
ROOFING
ROPE
NAILS
FARM IMPLEMENTS AND MACHINERY
MOWERS
WAGONS
PLOWS
HARROWS
ATKINS SAWS & FILES

AGENTS
for
McCORMICK-DEERING HARVESTING AND PLANTING MACHINERY AND PARTS

August 22, 1932.

RECEIVED
AUG 24 1932

Secretary Oregon State Highway Commission,

Salem, Oregon.

Gentlemen:

We have filed claims in triplicate with proof of claims attached to the amount of $903.25 with James L. Conley, Failing Building, Portland, Oregon, who is attorney for Hansen & Rowland, Inc., agents for Union Indemnity Co., who are the bondsman for C. R. Johnson.

In a conversation with Mr. Conley over the telephone this morning he stated that it would probably be thirty days before our claim would be paid as some transaction was going on whereby they had hopes of paying Mr.,Johnson's accounts without going to the bondsmen.

We have never filed any claims or notices with your office and we are wondering whether or not we are doing this thorough enough to fullyprotect our interest regardless of any way things might go. You realize that it costs money to have an attorney to do this in the legal ways necessary, and our ideas have been to save these costs if we possibly could. Now, we are wondering if we have done it so there is no chance of our losing our money.

We would appreciate a word from you, stating whether you think it advisable to still employ an attorney and file this claim in the manner prescribed by law, or is our claim secure (if it is a just claim) the way we have handled it so far.

Awaiting your reply, we are,

Yours truly,

Home Supply Company,

By

Our claim is for food, furnished on signed orders of C.R. Johnson by his agent.

#1305

~~188~~-Ta

August 27, 1932

Coan & Rosenberg,
Attorney at Law,
Pittock Block,
Portland, Oregon.

Gentlemen:

In accordance with your request of August 18, I am enclosing certified copy of contract and bond in connection with the contract that was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County — State Highway Contract No. 1305.

Very truly yours,

Secretary

AJ

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MOE M. TONKON

RECEIVED
AUG 27 1932
OREGON
STATE HIGHWAY COMMISSION

August 18, 1932

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed please find affidavit of F. L. Brown in which is requested that there be furnished to F. L. Brown a certified copy of contract and bond of one C. R. Johnson, covering the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1305.

We are attorneys for F. L. Brown and find it necessary to bring an action upon this bond, and would appreciate it if you have same come forward to us at an early date.

Very truly yours,

Coan & Rosenberg

Attorneys for F. L. Brown

RAC FC
Enc.

STATE OF OREGON)
SS.
COUNTY OF MORROW)

I, F. L. BROWN, being first duly sworn, depose and say that I heretofore furnished certain equipment consisting of trucks to C. R. Johnson, contractor performing the work for the State Highway Commission of the State of Oregon on the Valley Falls Pike Ranch Section of the Lake View-Burns Highway, Lake County, State of Oregon, Project number 1305.

That I have not received payment for the rental of said equipment so used in the construction of said highway and make this affidavit for the purpose of obtaining from the Highway Commission of the State of Oregon and/or its chief engineer a copy of the contract and bond under which said work was performed.

F. L. Brown

Subscribed and sworn to before me this 19th day of August, 1932.

C. G. Blayden
NOTARY PUBLIC FOR OREGON
My commission expires Sept. 16. 1935

1a

August 24, 1932

H. B. G.

For your information - An attachment was made against C. R. Johnson by Martin E. Oakes.

DeSouza has the papers.

J. McF.

Owes any money on any job, and he has funds coming from Contract #1255 and #1305. Amount of attachment is $1,090.76 + Interest from June 23rd, and [illegible] $84.00 Costs.

What jobs and how much and what for?

September 6, 1932

Union Indemnity Co.,
% Hansen Rowland Inc.,
Failing Bldg.,
Portland, Oregon.

Gentlemen:

We are enclosing the following certified copies of notices of claims which have been filed with the Secretary of State against C. R. Johnson in connection with State Highway Contract No. 1505 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

Howard House	$59.67
Axel Streberg	10.50
Mike Deeney	56.60
L. Lund	7.00
W. A. Gish	65.00
John Stemberg	24.50
A. Ostrom	7.00
Bob Steele	22.75
W. E. Pettey	7.00
P. H. Kelley	15.01
George Andersen	19.25
E. Hegberg	25.18
Gus Olson	14.00
Fred Johnsen	5.50
C. E. Thompson	28.00
Guy Hartzell	105.75
B. E. Turner	14.00
L. P. Larsen	14.00
Fred Nelson	20.11
Pete Shelling	17.50
R. H. Giles	5.00
Magnus Pederson	7.00
A. Meyer	21.00

Union Indemnity Co.,
Page 2.

B. Hauser................	$ 16.18
R. Justo................	25.37
Martin Peterson..........	7.00
Carl Benson.............	7.00

This information is sent you as you appear as surety on the bond of the contractor.

Very truly yours,

Secretary

AJ

cc C. R. Johnson
Governor Building,
Portland, Oregon

September 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against C. R. Johnson in connection with State Highway Contract No. 1506, grading of the Valley Falls-Pike Bench Section of the Lakeview-Burns Highway in Lake County.

The claims are as follows:

Fred Johnson....................	$ 5.80
Gus Olson.......................	14.00
E. Hagberg......................	23.18
C. E. Thompson..................	28.00

Very truly yours,

Secretary

AJ

September 6, 1932

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified notices of claims which have been filed in your office against C. R. Johnson in connection with State Highway Contract No. 1505 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

Carl Benson..............	$ 7.00
Martin Peterson..........	7.00
R. Pasto.................	25.87
B. Hauser................	16.18

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

September 6, 1932

Hal E. Hoss,
Secretaryof State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against G. R. Johnson in connection with State Highway Contract No. 1396 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

The claims are as follows:

A. Meyer............	$ 21.00
Magnus Pederson....	7.00
R. H. Giles.........	5.00
Pete Shelling.......	17.50

Very truly yours,

Secretary

AJ

September 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

The claims are as follows:

Fred Nelson..................	$ 20.11
L. P. Larsen..................	14.00
R. E. Turner..................	14.00
Guy Hartsell..................	103.75

Very truly yours,

Secretary

AJ

September 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against C. R. Johnson in connection with State Highway Contract No. 1305 grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

The claims are as follows:

George Anderson............	$ 19.25
P. H. Kelley..............	13.01
W. E. Pettey...............	7.00
Bob Steele................	22.75

Very truly yours,

Secretary

AJ

September 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against C. E. Johnson in connection with State Highway Contract No. 1205, - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

The claims are as follows:

A. Ostrom	$ 7.00
John Stenberg	24.50
W. A. Gish	63.00
L. Lund	7.00

Very truly yours,

Secretary

AJ

September 6, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letters of August 31, enclosing certified copies of notices of claims which have been filed in your office against C. R. Johnson in connection with State Highway Contract No. 1505, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

The claims are as follows:

Axel Stroberg..................	$10.50
Howard House....................	59.57
Mike Dooney.....................	96.00

Very truly yours,

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by Howard House for labor performed in thesum of $59.87 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
SEP [illegible] - 1932

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received and filed as of this date, a notice of claim by Axel Stroberg for labor performed in the sum of $10.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff of the State Highway. We are enclosing the customary certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we have received and filed as of this date, a notice of claim by Mike Donney for labor performed in the sum of $86.60 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
[illegible] 1932

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we have received and filed as of this date, a notice of claim by L. Lund for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing the customary certified copies for your information.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by W. A. Gish for labor performed in the sum of $63.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

[illegible] 1932

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by John Stenberg for labor performed in the sum of $24.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway. We are enclosing the customary certified copies for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
[illegible] 1932

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by A. Ostrom for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received from the Bureau of Labor and filed as of this date,a notice of claim by Bob Steele for labor performed in the sum of $22.75 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, the notice of claim by P. H. Kelley for labor performed in the sum of $13.01 against the bond taken from C.R.Johnson, principal, and Union Indemnity Company, surety. We are enclosing certified copies of this notice for your information.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission

Oregon State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received and filed as of this date, a notice of claim by George Anderson for labor performed in the sum of $19.25 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing the customary certified copies of the above claim for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
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August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by E. Hegberg for labor performed in the sum of $23.18 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, and are enclosing the customary certified copies for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received and filed as of this date, a notice of claim by Gus Olson for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, and we are enclosing certified copies herewith for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

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August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, the notice of claim by Fred Johnson for labor perfomred in the sum of $3.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway. We are enclosing the customary certified copies for your informationand files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by C. E. Thompson for labor performed in the sum of $28.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, and we are enclosing the customary certified copies for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 31, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have filed as of this date, a notice of claim by Guy Hartzell for labor performed in the sum of $103.75 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway. We are enclosing the customary certified copies for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

H
m

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by B. E. Turner for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway near Valley Falls, Oregon. We are enclosing the customary certified copies for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

1932

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by L. P. Larsen for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety. We are enclosing the customary certified copies of the above claim.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received and filed as of this date, a notice of claim by Fred Nelson for labor performed in the sum of $20.11 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway near Valley Falls, Oregon, and we are enclosing the customary certified copies of the above claim for your information and files.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by Pete Shelling for labor performed in the sum of $17.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway. We are enclosing herewith the customary certified copies of the above claim.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by R. H. Giles for labor performed in the sum of $5.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, and are enclosing the customary certified copies of the claim.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

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August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretery

This is to advise that we recevied from the Labor Bureau and filed as of this date, a notice of claim by Magnus Pederson for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway near Valley Falls, Oregon. We are enclosing the usual certified copies of this claim for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by A. Meyer for labor performed in the sum of $21.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley-Falls-Pike Ranch Section of the Lakeview-Burns Highway, and are enclosing the customary certified copies of the above notice.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by B. Hauser for labor performed in the sum of $16.18 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, and are enclosing the usual certified copies of said claim.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission

State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by R. Justo for labor performed in the sum of $25.37 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff of the State Highway, and we are enclosing the customary certified copies of said claim for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received from the Bureau of Labor and filed as of this date, a notice of claim by Carl Benson for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff of the State Highway, and we are enclosing the customary certified copies of the above claim for your information.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we have received and filed as of this date, a notice of claim by Martin Petersen for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff of the State Highway, and we are enclosing certified copies of the same.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

August 31, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we have received from the Bureau of Labor and filed as ofthis date, a notice of claim by W. E. Pettey for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway. We are enclosing certified copies of this notice for your information and files.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned W. E. Pettey, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 5, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

W. E. PETTEY

ENDORSED:
File No. 2103,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by W. E. Pettey for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E. Hoss
Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Bob Steele, has a claim for wages in the sum of $22.75 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 1, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

BOB STEELE

ENDORSED:
File No. 2102
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

SECRETARY OF STATE

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify ;

That I have carefully compared the annexed copy of notice of claim by Bob Steele for labor performed in the sum of $22.75 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31stday of August. A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, A. Ostrom, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 5, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

A. OSTROM

ENDORSED:
File No. 2101.
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. Ostrom for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E. Hoss

Secretary of State

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned John Stenberg, has a claim for wages in the sum of $24.50 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 2, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours

J. STENBERG

ENDORSED:
File No. 2100.
Filed August 31, 1932.
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by John Stenberg for labor performed in the sum of $24.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 19 32.

Hal E Hoss

Secretary of State

Portland, Oregon,
August 2, 1932

Secretary of State,
Salem, Oregon,

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, W. A. Gish, has a claim for wages in the sum of $63.00 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 25, 1932, up to and including July 31, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

W. A. GISH

ENDORSED:
File No. 2103,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by W. A. Gish for labor performed in the sum of $65.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E. Hoss
Secretary of State

BY Alene Phillips DEPUTY

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, L. Lund, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 3, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

L. LUND

ENDORSED:
File No. 2107,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by L. Lund for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 19 32

Hal E Hoss

Secretary of State

BY Alene Phillips DEPUTY

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned Mike Dooney, has a claim for wages in the sum of $86.60 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and servides being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 2, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

MIKE DOONEY

ENDORSED:
File No. 2109,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Mike Dooney for labor performed in the sum of $86.60 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

BY Alec Phillips DEPUTY

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Axel Stroberg, has a claim for wages in the sum of $10.50 against the bond taken by C. H. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 24, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway Near Valley Falls, Oregon.

Very truly yours,

AXEL STROBERG

ENDORSED:
File No. 2106,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Axel Stroberg for labor performed in the sum of $10.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August, 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss
Secretary of State

BY Alice Phillips DEPUTY

United States of America

STATE OF OREGON

RECEIVED
1932

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned Howard House, has a claim for wages in the sum of $57,87 against the bond taken by C. R. Johnson, contractor as principal,, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 2, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

HOWARD HOUSE

ENDORSED:
File No. 2105,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Howard House for labor performed in the sum of $39.87 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 19 32.

Hal E Hoss
Secretary of State

By Olive Phillips Deputy

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, L. P. Larsen, has a claim for wages in the sum of $14.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 8, 1932, up to and including June 22, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

L. P. LARSEN

ENDORSED:
File No. 2092.
Filed August 31, 1932.
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by L. P. Larsen for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon,

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned B. E. Turner, has a claim for wages in the sum of $14.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 4, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

B. E. TURNER

ENDORSED:

File No. 20[illegible]1,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by B. E. Turner for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31stday of August, A. D. 19 32

Hal E Hoss

Secretary of State

[illegible] States of America

STATE OF OREGON

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Guy Hartzell, has a claim for wages in the sum of $103.75 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 16, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

GUY HARTZELL

ENDORSED:
File No. 2090
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Guy Hartsell for labor performed in the sum of $103.75 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 19 32.

Hal E Hoss

Secretary of State

Portland, Oregon.

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned C. E. Thompson, has a claim for wages in the sum of $28.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 27, 1932 and July 21, 1932, inclusive for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

C. E. THOMPSON.

ENDORSED:
File No. 2098,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by C. E. Thompson for labor performed in the sum of $28.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Fred Johnson, has a claim for wages in the sum of $3.50 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 1, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

FRED JOHNSON

ENDORSED:
File No. 2098.
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Fred Johnson for labor performed in the sum of $3.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned Gus Olson, has a claim for wages in the sum of $14.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 2, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

GUS OLSON

ENDORSED:
File No. 2096,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Gus Olson for labor performed in the sum of $14.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned E. Hagberg, has a claim for wages in the sum of $23.18 against the bond taken by C. R. Johnson Inc. contractors, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 10, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly, yours,

E. HAGBERG.

ENDORSED.
File No. 2097.
Filed August 31, 1932.
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by E. Hegberg for labor performed in the sum of $23.18 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the State Highway known as the Yellowstone Cutoff, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned George Anderson, has a claim for wages in the sum of $19.23 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 1, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

GEORGE ANDERSON.

ENDORSED:
File No. 2096,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by George Anderson for labor performed in the sum of $19.25 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, P. H. Kelly, has a claim for wages in the sum of $13.01 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 19, 1932, up to and including June 2, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

P. H. KELLY

ENDORSED:
File No. 2104,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by P. H. Kelly for laborperformed in the sum of $13.01 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

By Alene Phillips Deputy

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned Martin Petersen, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 5, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

MARTIN PETERSEN.

ENDORSED:
File No. 2088,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Martin Petersen for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st **day of** August**, A. D. 19** 32

Hal E Hoss

Secretary of State

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Carl Benson, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 5, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

CARL BENSON

ENDORSED:
File No. 2089,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Carl Benson for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned R. Justo, has a claim for wages in the sum of $25.37 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 2, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

R. JUSTO

ENDORSED:
File No. 2087
Filed August 31, 1932.
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by R. Justo for labor performed in the sum of $25.37 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned B. Hauser, has a claim for wages in the sum of $16.18 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 2, 1932 up to and including July 22, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

B. HAUSER

ENDORSED:
File No. 2086
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by B. Hauser for labor performed in the sum of $16.18 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,

August 2, 1932

Secretary of State,
Salem, Oregon.

Union Indemnity Co.
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, A. Meyer, has a claim for wages in the sum of $21.00 against the bond taken by C. R. Johnson Inc. contractors, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 19, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

A. MEYER

ENDORSED:
File No. 2085
Filed August 31, 1932
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by A. Meyer for labor performed in the sum of $21.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

United States of America

STATE OF OREGON

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Co.,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Magnus Pederson, has a claim for wages in the sum of $7.00 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of May 19, 1932, up to and including June 30, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

MAGNUS PEDERSON

ENDORSED:
File No. 2864
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Magnus Pederson for labor performed in the sum of $7.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

CEIVED
SEP [illegible] - 1932
COMMISSION

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, R. H. Giles, has a claim for wages in the sum of $5.00 against the bond taken by C. R. Johnson, contractor as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of April 4, 1932, up to and including April 10, 1932, for the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon.

Very truly yours,

R. H. GILES.

ENDORSED:

File No. 2085
Filed August 31, 1932,
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by R. H. Giles for labor performed in the sum of $5.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st **day of** August **, A. D. 19** 32**.**

Hal E Hoss

Secretary of State

Portland, Oregon.
August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Pete Shelling, has a claim for wages in the sum of $17.50 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as surety, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 4, 1932, up to and including July 21, 1932, for the construction of the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon.

Very truly yours,

PETE SHELLING

ENDORSED:
File No. 2094,
Filed August 21, 1932,
HAL E. HOSS, Secretary of State

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Pete Shalling for labor performed in the sum of $17.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August, A. D. 1932.

Hal E Hoss

Secretary of State

Portland, Oregon,

August 2, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Company,
c/o Jas. L. Conley,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned, Fred Nelson, has a claim for wages in the sum of $20.11 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Company, as suroty, for work, labor and services doing grading, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of June 4, 1932, up to and including July 22, 1932, for the construction of the Yellowstone Cutoff secion of the State Highway near Valley Falls, Oregon.

Very truly yours,

FRED NELSON

ENDORSED:
File No. 2095,
Filed August 31, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Fred Nelson for labor performed in the sum of $20.11 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, for work on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, with the original notice filed in the office of the Secretary of State on August 31, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 31st day of August A. D. 1932.

Hal E Hoss

Secretary of State

J E

September 3, 1932

Mr. James L. Conley
Attorney at Law
Failing Building
Portland, Oregon

Dear Sir:

I did not receive your letter of August 30 regarding the assignment of funds due C. R. Johnson until yesterday upon my return from the meeting of the State Highway Commission.

Due to the fact that Mr. Devers has returned to the office, although still not very well, I believe it will be best that he handle this matter. Therefore, I am referring your letter to him.

There are a large number of claims on file against the Dalles-Biggs project and a considerably larger number against Mr. Johnson's Burns-Lakeview project. Additional claims are being filed daily in connection with this latter project, twenty-seven having been filed in this office by the Secretary of State today. Copies of these claims will be mailed to you in due course.

Very truly yours

Secretary

HBG:jn
c.c. Mr. J. M. Devers

#1305

FLP-1a

August 31, 1932

Union Indemnity Company,
% Manson & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We are enclosing copy of notice of claim that has been filed by Bend Hardware Company against C. R. Johnson in connection with his contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Said claim is in the sum of $241.60 and is for materials furnished.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

August 31, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 26, enclosing copies of notice of claim which was filed by Bend Hardware Company against C. R. Johnson in connection with State Highway Contract No. 1305 — grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is for $241.60 and is for materials furnished.

We are today sending copies of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Hal E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 26, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Bend Hardware Company for materials furnished in the sum of $241.60 against the bond taken from C. R. Johnson and F. L. Brown, principals, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

PY

August 24, 1932

To: Secretary of State of Oregon

Notice is hereby given that the undersigned, the Bend Hardware Company, Bend, Oregon, has a claim for material furnished for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County in the sum of Two Hundred Forty One Dollars and Sixty Cents, ($241,60), against the bond taken from C. R. Johnson and F. L. Brown by Union Indemnity Company, Hansen & Rowland, Inc., its agents, for the work of grading the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Bend Hardware Company

(SEAL)

By GEORGE J. CHILDS
Secretary

Endorsed: File No. 2079
Filed August 26, 1932
HAL E. HOSS,
Secretary of State.

#1305

August 31, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of August 30, enclosing copies of notice of claim filed by J. D. House against C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is in the sum of $628.35 and is for labor and materials furnished.

As suggested by you, we are today sending copies of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

AJ

August 31, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

The following notices of claims have been filed with the Secretary of State against C. R. Johnson contract, State Highway Contract No. 1303, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

J. R. Morris, for labor performed.........	$84.00
Ed Monk and J. R. Morris, co-partners, for work performed.......................	188.25
J. D. House, for labor and materials furnished.............................	828.35

A copy of each notice of claim is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 30, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from John B. McCourt, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by J. D. House for labor and materials furnished in the sum of $628.33 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cut-off Section of the State Highway, Contract No. 1305.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss
Secretary of State.

HM

RECEIVE
AUG 31 1932
OREGON
HIGHWAY COMMISSION

Portland, Oregon,
August 25, 1932.

Hon. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, J. D. House, has a claim for wages, labor, services and materials performed, rendered, and furnished in the maintenance of the cook house and boarding camp provided for the laborers in the construction of the Yellow-stone Cut-off section of the State Highway near Valley Falls, Oregon, and known as State Highway Commission Project No. 1387 and under Contract No. 1305, and said claim is in the sum of $628.55 against the bond taken from C. R. Johnson, an individual, principal, and the Union Indemnity Company, surety, for the highway construction of the Yellowstone Cut-off section of the State Highway near Valley Falls, Oregon

Yours very respectfully,

J. D. HOUSE

Endorsed: File No. 2082
Filed August 30, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by J.D. House for labor and materials furnished in the sum of $628.33 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Yellowstone Cut-off Section of the State Highway, contract No. 1305, with the original notice filed in the office of the Secretary of State on August 30, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

August 31, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 29, enclosing copies of notice of claim filed by Ed Monk and J. R. Morris, as co-partners, against C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is in the sum of $168.25 and is for labor performed.

As suggested by you, we are today sending copies of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 31, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

The following notices of claims have been filed with the Secretary of State against C. R. Johnson contract, State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

J. R. Morris, for labor performed	$84.00
Ed Monk and J. R. Morris, copartners for work performed	168.25
J. D. House, for labor and materials furnished	628.35

A copy of each notice of claim is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

August 31, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

The following notices of claims have been filed with the Secretary of State against C. R. Johnson contract, State Highway Contract No. 1305, grading of Valley Falls--Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

J. R. Morris, for labor performed	$84.00
Ed Monk and J. R. Morris, copartners for work performed	168.25
J. D. House, for labor and materials furnished	628.35

A copy of each notice of claim is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

August 29, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Tom S. Farrell, Attorney at law, Lakeview, Oregon, and filed as of this date, a notice of claim by Ed Monk and J. R. Morris for labor performed in the sum of $168.25 with interest at 6% per annum from December 8, 1931, against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

For your information and files we are enclosing a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge feceipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

TO THE STATE OF OREGON, AND
TO HAL.E. HOSS, SECRETARY OF STATE, AND
TO H, B. GLAISYER, SECRETARY OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

Notice is hereby given that the undersigned, Ed Monk and J. R. Morris, as co-partners, have a claim for labor performed on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway under contract with John Palmer, subcontractor under C. R. Johnson, Inc. in grading on said highway 1700 cu. yds at 25 cents per yard, which labor was performed between the 28th day of November, 1931 and the 8th day of December, 1931. for which there became due to claimants the sum of $425.00. That no part of said sum has been paid except the sums of $106.75 paid by said John Palmer December 15th, 1931, and the sum of $150.00 paid by C. R. Johnson, Inc., on the 15th day of March, 1932, and that there remains due and owing to claimants thereon the sum of $168.25, with interest at 6% per annum from Dec. 8th, 1931. That said claim is against the bond taken from C. R. Johnson, Inc. as principal and The Union Indemnity Company as surety, and that said claim is for labor performed under said contract with John Palmer, subcontractor under C. R. Johnson, Inc., upon said Valley Falls-Pike Ranch Divison of said Lakeview-Burns Highway.

Ed Monk and J. R. Morris, copartners

By J. R. Morris

State of Oregon
ss
County of Lake

I, J. R. Morris, being first duly sworn, say that I am one of the claimants named in the above notice of claim; that I have read the same and that the statements therein contained are true.

J. R. Morris

Subscribed and sworn to before me this 27th day of August, 1932.

Ferne Ahlstrom
Notary Public for Oregon
My Commission expires Jan. 31st, 1934.

(SEAL)

CLAIM OF ED MONK AND J. R. MORRIS. VS C. R. JOHNSON, INC. & UNION INDEMNITY CO. $168.25
Tom S. Farrell, Atty., Lakeview, Ore.
Attorney for Claimant.

Endorsed: File No. 2080
Filed August 29, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Ed Monk and J. R. Morris, co-partners, for labor performed in the sum of $168.25 together with interest at 6% per annum from December 8, 1931, against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on August 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

August 31, 1932

Mr. Tom S. Farrell,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of August 27, enclosing copy of notice of claim of Ed Monk and J. R. Morris, co-partners, against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

It is noted that the claim is for $168.25 and is for labor performed for John Palmer, subcontractor on the above described project.

The Secretary of State has forwarded to this office a certified copy of the above-mentioned claim.

Very truly yours,

Secretary

AJ

TOM S. FARRELL
ATTORNEY-AT-LAW
HERYFORD BUILDING
LAKEVIEW, OREGON

RECEIVED
AUG 29 1932
OREGON
STATE HIGHWAY COMMISSION

Hon. H.B.Glaisyer,
Secretary State Highway Commission,
Salem, Ore.

Aug.27th,1932.

Dear Sir:

Inclose ~~please find~~ copy of claim of Ed Monk and J.R. Morris against C.R.Johnson,Inc. and Union Indemnity Company, of the bond. The claims is ih the sum of $168.25 being the balance remaining due on grading done by said parties under contract with John Palmer, subcontractor.

The original of this claim is filed with the Secretary of State, and a copy has been sent to Hon. James L.Conley,Postal Building,Portland,Ore.Atty for the Union Indemnity Company.

Very truly yours,

Tom S. Farrell.

(Copy)

RECEIVED
AUG 29 1932
OREGON
STATE HIGHWAY COMMISSION

TO THE STATE OF OREGON, AND
TO HAL.E.HOSS, SECRETARY OF STATE, AND
TO H.B.GLAISYER, SECRETARY OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

Notice is hereby given that the undersigned, Ed Monk and J.R. Morris, as co-partners, have a claim for labor performed on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway under contract with John Palmer, subcontractor under C.R.Johnson, Inc. in grading on said highway 1700 cu.yds at 25 cents per yard, which labor was performed between the 2[illegible]th day of November, 1931 and the 8th day of December, 1931. for which there became due to claimants the sum of $425.00. That no part of said sum has been paid except the sums of $106.75 paid by said John Palmer December 15th, 1931, and the sum of $150.00 paid by C.R. Johnson, Inc., on the 15th day of March, 1932, and that there remains due and owing to claimants thereon the sum of $168.25, with interest at 6% per annum from Dec.8th, 1931. That said claim is against the bond taken from C.R.Johnson, Inc. as principal and The Union Indemnity Company as surety, and that said claim is for labor performed under said contract with John Palmer, subcontractor under C.R.Johnson, Inc., upon said Valley Falls-Pike Ranch Division of said Lakeview-Burns Highway.

Ed Monk and J.R.Morris, copartners
By J.R. Morris

State of Oregon
County of Lake
ss

I, J.R.Morris, being first duly sworn, say that I am one of the claimants named in the above notice of claim; that I have read the same and that the statements therein contained are true.

J.R. Morris

Subscribed and sworn to before me this 27th day of August, 1932.

Notarial Seal
(Sd) Bessie A. Alston
Notary Public for Oregon
y Commission expires Jan 31st 1934

#1305

August 31, 1932

Mr. Tom S. Farrell,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of August 27, enclosing copy of notice of claim of J. R. Morris against C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is for $84.00 and is for work performed for John Palmer, subcontractor on the above mentioned job.

A certified copy of the notice of claim has been forwarded to us by the Secretary of State.

Very truly yours,

Secretary

AJ

TOM S. FARRELL
ATTORNEY-AT-LAW
HERYFORD BUILDING
LAKEVIEW, OREGON

RECEIVED
AUG 29 1932
OREGON
STATE HIGHWAY COMMISSION

Lakeview, Ore.
Aug.27th.1932

To H.B.Glaisyer,
Secty. State Highway Commission,
Salem, Ore.

Dear Sir:

Inclosed please find copy of Notice of Claim of J.R.Morris, in the sum of $84.00 and interest at 6% from Dec.22,1931, against C.R Johnson, Inc. and the Union Indemnity Co. on the bond. This is for labor grading on the Valley Falls-Pile Ranch Division of Lakeview Burns Highway, and the work was performed under John Palmer, sub-contractor.

The original of this notice is on file in the office of the Secretary of State. Am also sending copy to Mr. James L.Conley, Postal Building, Portland, Ore. Atty for the Bonding Company.

Very truly yours,

Tom S Farrell
Tom S.Farrell.

RECEIVED
AUG 29 1932
OREGON
STATE HIGHWAY COMMISSION

To the State of Oregon, and
To Hal E. Hoss, Secretary of State, and
H. B. Glaisyer, Secretary Oregon State Highway Commission.
Salem, Oregon.

Notice is hereby given that the undersigned, J.R. Morris, has a claim for labor of self and his four horses on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway at and for the agreed wage of $3.00 per day for myself and $4.00 per day for my team of four horses. That the amount of said claim is $84.00 with interest at 6% per annum from Dec.22,1931; that said claim is against the bond taken from C.R.Johnson, Inc. principal and the Union Indemnity Company, Surety, on work on the Valley Falls-Pike Ranch Division of the Lakeview Burns Highway, known as the Yellowstone Cut-off. That claimant was employed by John Palmer, sub-contractor. That no part of said sum has been paid and that there now remains due and owing to claimant the sum of $84.00 with int. at 6% per annum from Dec.22,1931. That an itemized statement of said claim is annexed hereto and made a part of this claim.

J. R. Morris

State of Oregon
ss
County of Lake

I, J.R.Morris, being first duly sworn, say that I am the claimant named in the above notice of claim; that I have read the same and know the contents thereof and that the statements therein contained are true, as I verily believe.

J. R. Morris

Subscribed and sworn to before me this 27th day of August, A.D.1932.

(Sd) [illegible]
Notary Public for Oregon.

Notarial (Seal)

My Commission expires Jan. 31st 1934

Itemized Statement.

Dec.9	Labor grading..self and 4 horse team-8 hrs.	$7.00
" 10	" " " " " " " " "	7.00
" 11	" " " " " " " " "	7.00
" 12	" " " " " " " " "	7.00
14 14	" " " " " " " " "	7.00
" 15	" " " " " " " " "	7.00
" 16	" " " " " " " " "	7.00
" 17	" " " " " " " " "	7.00
" 18	" " " " " " " " "	7.00
" 19	" " " " " " " " "	7.00
" 21	" " " B" " " " " "	7.00
" 22	" " " " " " " " "	7.00
Total.		$84.00

#1305

August 31, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 29, enclosing copies of notice of claim filed by J. R. Morris against C. R. Johnson in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is in the sum of $84.00 and is for labor performed.

As suggested by you, we are today sending copies of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

August 31, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

The following notices of claims have been filed with the Secretary of State against C. R. Johnson contract, State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

J. R. Morris, for labor performed	$84.00
Ed Monk and J. R. Morris, copartners for work performed	168.25
J. D. House, for labor and materials furnished	628.35

A copy of each notice of claim is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc C. R. Johnson
414 Governor Bldg.
Portland

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

August 29, 1932

Oregon State Highway Commission
Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Tom S. Farrell, Attorney at Law, Lakeview, Oregon, and filed as of this date, a notice of claim by J. R. Morris for labor performed in the sum of $84.00, together with interest thereon at 6% from December 22, 1931, against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing herewith a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To the State of Oregon, and
To Hal E. Hoss, Secretary of State, and
H. B. Glaisyer, Secretary Oregon State Highway Commission.
Salem, Oregon.

RECEIVE
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSIO

Notice is hereby given that the undersigned, J. R. Morris, has a claim for labor of self and his four horses on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway at and for the agreed wage of $3.00 per day for himself and $4.00 per day for his team of four horses. That the amount of said claim is $84.00 with interest at 6% per annum from Dec. 22, 1931; that said claim is against the bond taken from C. R. Johnson, Inc. principal and the Union Indemnity Company, Surety, on work on the Valley Falls-Pike Ranch Division of the Lakeview Burns Highway, known as the Yellowstone Cut-off. That claimant was employed by John Palmer, sub-contractor. That no part of said sum has been paid and that there now remains due and owing to claimant the sum of $84.00 with int. at 6% per annum from Dec. 22, 1931. That an itemized statement of said claim is annexed hereto and made a part of this claim.

J. R. MORRIS

State of Oregon
ss
County of Lake

I, J. R. Morris, being first duly sworn, say that I am the claimant named in the above notice of claim; that I have read the same and know the contents thereof and that the statements therein contained are true, as I verily believe.

J. R. MORRIS

Subscribed and sworn to before me this 27th day of August, A. D. 1932.

(SEAL)

FERNE AHLSTROM
Notary Public for Oregon
My Commission expires Jan. 31st. 1934.

Itemized Statement.

Dec.	9	Labor grading..self and 4 horse team-8 hrs.	$7.00
"	10	" " " " " " " " "	7.00
"	11	" " " " " " " " "	7.00
"	12	" " " " " " " " "	7.00
"	14	" " " " " " " " "	7.00
"	15	" " " " " " " " "	7.00
"	16	" " " " " " " " "	7.00
"	17	" " " " " " " " "	7.00
"	18	" " " " " " " " "	7.00
"	19	" " " " " " " " "	7.00
"	21	" " " " " " " " "	7.00
"	22	" " " " " " " " "	7.00
Total.			$84.00

CALIM OF J. R. MORRIS VS C. R. JOHNSON, INC., AND UNION INDEMNITY CO.
$84.00 Tom S. Farrell, Atty., Lakeview, Ore. Attorney for Claimant.

Endorsed: File #2081
Filed August 29, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by J. R. Morris for labor performed in the sum of $84.00 together with interest thereon at 6% per annum from December 22, 1931, against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on August 29, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 29th day of August, A. D. 19 32

Hal E Hoss

Secretary of State

#1305

August 31, 1932

Bureau of Labor,
101 Courthouse,
Portland, Oregon.

Gentlemen:

This is to acknowledge receipt of your letter of August 29, enclosing affidavit of R. H. Giles relative to his claim against C. R. Johnson for work performed in connection with State Highway Contract No. 1305 — grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

It is noted that the amount of the claim is about $5.00.

Very truly yours,

Secretary

AJ

August 31, 1932

Union Indemnity Company,
℅ Hanson & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We attach hereto copy of affidavit of R. H. Giles, received from the Portland office of the Bureau of Labor, which is self-explanatory.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

LREY
EY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 29, 1932.

Oregon State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

Enclosed is another affidavit filed by an employee of C. R. Johnson on the State Highway job near Valley Falls, Oregon. Will you please add the name of R. H. Giles to your records.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

RECEIVED
AUG 30 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, R. H. Giles, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $5.00 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $5.00 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same: that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

R. H. Giles

Subscribed and sworn to before me this 29 day of August, 1932

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

CONTRACT#
1305

#1305

August 27, 1922

Union Indemnity Company
℅ Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

For your information we enclose copy of affidavit of C. E. Thompson, received through the office of the Bureau of Labor, relative to his claim against C. R. Johnson in connection with the contract that was awarded to him for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

August 27, 1932

Bureau of Labor,
101 Courthouse,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of August 26, enclosing affidavit of C. E. Thompson relative to his claim, in the sum of $28.00, against C. R. Johnson in connection with the contract that was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

August 26, 1932.

RECEIVED
AUG 27 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

Enclosed you will find affidavit of C. E. Thompson who also has an overtime claim against C. R. Johnson, contractor, on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, We already have a copy of the contract and bond.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elroy
Deputy Commissioner of Labor

CHE/GK

STATE OF OREGON)
) ss.
COUNTY OF ~~MULTNOMAH~~ DESCHUTES)

I, C. E. Thompson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $4.00 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said State work; and that there is due and owing me the sum of approximately $ 28.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

C. E. Thompson

Subscribed and sworn to before me this 20th day of August, 1932

Elmer Lehnherr
Notary Public for Oregon

My Commission expires May, 11, 1934

#1305

August 26, 1932

Union Indemnity Company,
Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

This is to inform you that Standard Oil Company of California has a claim against C. R. Johnson for petroleum products furnished him in connection with State Highway Contract No. 1305, which is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is for $4,144.84.

According to our records you furnished the surety bond in connection with the above described contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland

August 25, 1932

Dey, Hampson & Nelson,
Attorneys at Law,
Pacific Building,
Portland, Oregon.

Gentlemen:

Responding to your request of August 25, I am handing you herewith a certified copy of the contract and bond covering the contract awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305.

Very truly yours,

Secretary

HBG:AJ

DEY, HAMPSON & NELSON
ATTORNEYS AT LAW
600 PACIFIC BUILDING
PORTLAND, OREGON

ALFRED A. HAMPSON
ROSCOE C. NELSON
PAUL P. FARRENS
CLARENCE J. YOUNG
ANDREW KOERNER
HERBERT L. SWETT
W. H. MAGUIRE
ROBERT M. KERR
RICHARD R. MORRIS

August 23, 1932.

RECEIVED
AUG 25 1932
OREGON
[illegible]

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing herewith affidavit of Mr. W. L. Muncy, District Sales Manager of the Portland Agency for the Standard Oil Company of California, at Portland, Oregon, to the effect that the Standard Oil Company of California has a claim against a bond taken by you from C. R. Johnson, principal, and Union Indemnity Company, surety, for the work on the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway, your Contract No. 1305.

Will you please send us a certified copy of the contract and bond as provided for by Section 67-1101, Oregon Code.

Thanking you, we are

Yours very truly,

Dey, Hampson & Nelson.

Enclosure

24/5

ANSWERED
H. B. G.

RECEIVED
AUG 25 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, W. L. MUNCY, being first duly sworn, do depose and say:

That I am District Sales Manager, Portland Agency, for the Standard Oil Company of California, at Portland, Oregon, and that I have personal knowledge of the facts hereinafter set forth.

That during the period April 25, 1932, to July 10, 1932, the Standard Oil Company of California, at the special instance and request of C. R. Johnson furnished to the said C. R. Johnson goods, wares and merchandise, which goods, wares and merchandise were used by the said C. R. Johnson for the prosecution of the work of grading 18.64 miles of the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305; that the said C. R. Johnson was a principal contractor for the said work, and that the Union Indemnity Company was the surety on the bond given by the said C. R. Johnson for the faithful performance of said contract.

I further state that there is now due from the said C. R. Johnson for merchandise sold him and used in connection with said work the sum of $4,144.84, and that said sum has not been paid and is now due and owing.

W L Muncy

SUBSCRIBED AND SWORN to before
me this 4th day of August, 1932.

Richard R. Morris
Notary Public for Oregon
My commission expires: Dec 17/933.

#1305

August 26, 1932

Hal E. Hoss, Secretary of State,
Salem,
Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 25, enclosing copies of notice of claim filed by Klamath Machine & Locomotive Works for labor and materials furnished in the sum of $831.49 against C. R. Johnson, to whom the State Highway Commission awarded Contract No. 1305 for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today sending copies of the notice to the contractor and his surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 26, 1932

Union Indemnity Company,
Hansen & Rowland, Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We attach certified copy of notice of claim which has been filed by Klamath Machine & Locomotive Works with the Secretary of State against C. R. Johnson.

This claim is in the sum of $831.49 and is for machine shop labor and supplies furnished in connection with State Highway Contract No. 1806, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is transmitted to you as you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Governor Bldg.
Portland

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
AUG [illegible] 1932
[illegible] HIGHWAY COMMISSION

August 25, 1932

State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Klamath Machine & Locomotive Works for labor and materials furnished in the sum of $831.49 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

H M

Carl F. Gerlinger, President Dr. R. E. Lee Steiner, Vice-President A. C. Gerlinger, Secretary-Treasurer

KLAMATH MACHINE & LOCOMOTIVE WORKS, INC.
Engineers, Founders and Machinists
Railroad - Sawmill - Logging- Contractors Equipment
a nd
Mill Supply store

Telephone 291 P. O. Box 206 Klamath Falls, Oregon

August 24, 1932

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice hereby is given that the undersigned, Klamath Machine & Locomotive Works, has a claim for machine shop labor and supplies in the sum of $831.49 against the bond taken from C. R. Johnson and the Union Indemnity Company surety, for the construction of the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours,

KLAMATH MACHINE & LOCOMOTIVE WORKS.

FBS:O BY F. B. SOUTHWELL

Endorsed: File No. 2078
Filed August 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Klamath Machine & Locomotive Works for labor and materials furnished in the sum of $831.49 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on August 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

3 FB-1a

KLAMATH MACHINE & LOCOMOTIVE WORKS
KLAMATH FALLS, OREGON

August 24, 1932

RECEIVED
AUG 25 1932
OREGON
STATE HIGHWAY COMMISSION

COPY

Secretary of State,
Salem, Oregon.

Dear Sir:

Notice hereby is given that the undersigned, Klamath Machine & Locomotive Works, has a claim for machine shop labor and supplies in the sum of $831.49 against the bond taken from C. R. Johnson and the Union Indemnity Company surety, for the construction of the Valley Falls Pike Ranch Section of the Lakeview-Burns Highway.

Very truly yours,

KLAMATH MACHINE & LOCOMOTIVE WORKS.

FBS:O BY-

#1305

August 22, 1932

Bend Hardware Company
Bend, Oregon

Gentlemen:

This will acknowledge receipt of your letter of August 20 inclosing copy of notice of claim against C. R. Johnson for material furnished him in connection with the grading of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway, State Highway Contract 1305. As set forth in our letter to you, it would be advisable for you to file your notice of claim with the Secretary of State under the provisions of Chapter 280, Oregon Laws for 1931, in the event you have not already done so.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

CENTRAL OREGON
HARDWARE JOBBERS
PHONE 8
FOR SERVICE

ONE DAY FREIGHT
SERVICE TO ALL
CENTRAL OREGON
POINTS

BEND HARDWARE COMPANY
WHOLESALE AND RETAIL
BEND, OREGON

August 20, 1932

State Highway Commission,
Salem, Oregon

Gentlemen:

With reference to your letter of July 25th, we have submitted itemized statements to the Bonding Company and also to C. R. Johnson

We have not had a reply. We are, therefore, enclosing a formal notice of claim for the material furnished them.

Yours very truly,

BEND HARDWARE COMPANY

GJC:E

By Geo. J Childs

RECEIVED
AUG 22 1932
OREGON
STATE HIGHWAY COMMISSION

August, 20, 1932

To: Secretary of State of Oregon

Notice is hereby given that the undersigned, the Bend Hardware Company, Bend, Oregon, has a claim for materials furnished on State Highway Contract #1305, Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, purchased by C. R. Johnson and F. L. Brown, in the sum of Two Hundred Forty One Dollars and sixty cents($241.60) against the bond taken from Union Indemnity Company; Hansen & Rowland, Inc., Portland, Oregon, agents.

Bend Hardware Company

By Geo. J Childs
Treasurer

RECEIVED
AUG 22 1932
OREGON
STATE HIGHWAY COMMISSION

#1305

FLP-1a

July 25, 1932

Bend Hardware Company,
Bend,
Oregon.

Gentlemen:

Receipt is acknowledged of your letter of July 20.

We believe that the job to which you have preference is State Highway Contract No. 1305, which was awarded by the State Highway Commission to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. F. L. Brown is a subcontractor under C. R. Johnson; however, we have no dealings whatever with subcontractors as we hold the original contractor responsible for the satisfactory completion of the project and the settlement of claims.

All highway contractors are required to furnish surety bonds to the State for the protection of any and all claims that may be incurred against the project. In this instance, Mr. Johnson gave a surety bond in the sum of $50,000.00. It was written by Union Indemnity Company; Hansen & Rowland, Inc., are its agents, with offices in the Failing Building, Portland. We would suggest that you take the matter up with the representatives of the bonding company. If no satisfactory settlement is made within a reasonable length of time, it would be advisable for you to file notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which is enclosed for your information. No charge is made for filing such notice.

Our records indicate that the above described contract will be completed on or about July 30, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CENTRAL OREGON
HARDWARE JOBBERS
PHONE 8
FOR SERVICE

ONE DAY FREIGHT
SERVICE TO ALL
CENTRAL OREGON
POINTS

BEND HARDWARE COMPANY
WHOLESALE AND RETAIL
BEND, OREGON

July 20, 1932

RECEIVED
JUL 21 1932
OREGON
[illegible] COMMISSION

State Highway Commission,
Salem, Oregon

Gentlemen:

We understand the contractor for the Valley Forge road job is about to complete his work.

This account was formerly under the name of F. L. Brown, but he sold it to Johnson Bros., 414 Governor Bldg., Portland, who was to be responsible for indebtedness occurred which amounts to $241.60. We would appreciate it very much if you would furnish us with the name of the Bonding Company for the contractor doing this work.

Yours very truly,

BEND HARDWARE COMPANY

GJC:E

By Geo. J. Childs

#1305

August 22, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of a letter advising that F. L. Brown has a claim for rental of equipment in the sum of $1,500, against C. R. Johnson in the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County under Highway Contract No. 1305.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. C. R. Johnson

August 22, 1932

Messrs. Coan & Rosenberg
Attorneys at Law
Pittock Block
Portland, Oregon

Gentlemen:

Receipt is acknowledged of your letter of August 18 inclosing notice of claim of F. L. Brown for rental of equipment used by C. R. Johnson in the grading of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, under Highway Contract No. 1305.

All contractors to whom the Highway Commission awards contracts for highway construction are required to furnish a surety bond to the State for the protection of any and all just claims, debts and demands incurred in the construction of the project. The bond in this instance was written by the Union Indemnity Company for whom Hansen & Rowland, Inc., Failing Building, Portland, are agents. We would suggest that you take the matter of your claim up with such agents. If no satisfactory settlement is made within a reasonable length of time it would be advisable for you to file notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a copy of which is inclosed for your information.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

COAN & ROSENBERG
ATTORNEYS AT LAW
710-716 PITTOCK BLOCK
PORTLAND, OREGON

RALPH A. COAN
ABE EUGENE ROSENBERG
MOE M. TONKON

August 18, 1932

RECEIVED
AUG 22 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Please find enclosed claim of F. L. Brown against C. R. Johnson for rental of equipment used in the construction of Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1387.

Will you kindly take note of the within claim in making settlement with C. R. Johnson, and also acknowledge receipt of the same.

Very truly yours,

Coan & Rosenberg

Attorneys for F. L. Brown

RAC FC
Enc.

TO THE STATE OF OREGON
and
THE STATE HIGHWAY COMMISSION

Notice is hereby given that the undersigned, F. L. Brown, has a claim for rental of equipment, particularly ~~five~~ four Ford Trucks, furnished and rented to C. R. Johnson, which claim amounts to the sum of One Thousand Five hundred dollars ($1,500.00) and is against C. R. Johnson contractor and principal in the matter of a contract entered into between the State of Oregon through the Oregon State Highway Commission and the said C. R. Johnson on and covering the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1387, and also against the surety on the bond of C. R. Johnson. That said equipment was furnished and rented by the undersigned claimant to C. R. Johnson, contractor, and was used for the work of grading and other work performed on said contract.

That said rental consists of agreed rental for the use of the said **four** trucks at the rate of $300.00 per month, and that said trucks were actually used in the performance of said contract between the third day of February, 1932, and the third day of July, 1932.

Dated August 19, 1932.

F. L. Brown
Claimant

STATE OF OREGON,
County of ~~Multnomah,~~ Morrow } ss.

I, F L Brown, being first duly sworn, say that I am the F L Brown himself in the within entitled action, and that the foregoing is true as I verily believe

F. L. Brown

NOTARIAL SEAL

Subscribed and sworn to before me this 19th day of August, 1937

C G Blayden
Notary Public for Oregon.

My Commission Expires Sept 16th 1935

STATE OF OREGON,
County of Multnomah, } ss.

I hereby certify that the foregoing is a true and correct copy of the original.

That the said .... in my opinion is well founded in law.

Dated ...., 193....

....

Attorney for........

Due and legal service of the foregoing, by receipt of a duly certified copy thereof, as required by law, is hereby accepted in .... County, Oregon, on this........ day of........, 193....

....

Attorney.... for........

No........

In the........Court

COAN & ROSENBERG

SUITE 710-714 PITTOCK BLOCK
PORTLAND, OREGON

Attorneys for........

BUSHONG & CO., PORTLAND 88519

#1305
JFP-1a

August 22, 1932

Union Indemnity Company
Hanson & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Dear Sir:

Inclosed is certified copy of notice of claim that was filed with the Secretary of State by Wm. Hotchkiss against C. R. Johnson to whom the State Highway Commission awarded contract for the grading of the Valley Falls- Pike Ranch section of the Lakeview-Burns Highway in Lake County.

This claim is in the sum of $41.65 and is for materials furnished in connection with the above project.

This information is given you since you appear as surety on the bond furnished by the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

c.c. C. R. Johnson
Railway Exchange Bldg.
Portland, Oregon

August 22, 1932

Mr. Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of August 17 inclosing certified copies of notice of claim filed by Wm. Hotchkiss for materials furnished in the sum of $41.65 against the bond of C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Copies of the notice of claim are being forwarded to Mr. Johnson and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBC
JN

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 17, 1932

RECEIVED
AUG 18 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received from Tom S. Farrell, Attorney at Law, Lakeview, Oregon, and filed as of this date, a notice of claim by Wm. Hotchkiss for materials furnished in the sum of $41.65 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

For your information and files we are enclosing a copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in thebond covering the contract and one to the surety.

Kindly acknowledg e receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

RECEIVED
AUG 18 1932
OREGON
STATE HIGHWAY COMMISSION

To the State of Oregon and
To Hal E. Hoss, Secretary of State and
H. B. Glaisyer, Secretary of Oregon State
Highway Commission.
Salem, Oregon.

Notice hereby is given that the undersigned, Wm. Hotchkiss, Valley Falls, Oregon, has a claim for materials supplied by claimant to C. R. Johnson, Inc., for prosecution of the work on the Valley Falls–Pike Ranch Division of the Lakeview-Burns Highway; that the materials so furnished are as follows:

1 Monkey wrench 24 inch.	5.50
2 bars half inch round iron	2.00
10 ft. 3/8x½ flat iron	1.50
½ sack blacksmith coal	1.00
25 ½ x 1 Mach. bolts	1.43
25 ½ x 2 " "	1.68
25 ½ x 3 " "	1.92
25 ½ x 4 " "	2.17
25 3/8 x 1 Mach bolts	.72
25 3/8 x 2 " "	.90
25 3/8 x 3 " "	1.07
25 3/8 x 4 " "	1.26
1½ tons hay at $12.00 per ton	18.00
1 wagon sheet 6 x 12	2.50
	$41.65

That said claim is against said C. R. Johnson, Inc. and the Union Indemnity Company, surety, of the bond of said C. R. Johnson, Inc, and against the bond taken from them.

That said claim is a just and correct claim and that no part thereof has been paid and that there is now due claimant thereon the sum of $41.65.

WM. HOTCHKISS
Claimant.

State of Oregon }
County of Lake } ss

I, Wm. Hotchkiss, being first duly sworn, say that I have read the foregoing notice of claim, and know the contents thereof and that the statements therein contained are true.

WM. HOTCHKISS

Subscribed and sworn to before me this 15th day of August, A. D. 1932.

(SEAL)

F. E. COOPER
Notary Public for Oregon

My Commission expires September 19, 1932.

Claim of Wm. Hotchkiss vs. C. R. Johnson, Inc. and Union Indemnity Company,
$41.65 Tom S. Farrell, Lakeview, Ore. Atty. for Claimant.

Endorsed: File No. 2077
Filed August 17, 1932
HAL E. HOSS, Secretary of State.

#1305
GLP-1a

August 22, 1932

Mr. Hal E. Hoss
Secretary of State
Capitol

Dear Sir:

We acknowledge receipt of certified copies of notice of claim filed with your office by Mrs. Laura Hotchkiss against C. R. Johnson to whom the State Highway Commission awarded contract for the grading of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County. This claim is in the sum of $2,453.30 and is for board furnished employees on the above project.

Copies of the notice of claim are being forwarded to Mr. Johnson and his surety.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

August 22, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

Inclosed is certified copy of notice of claim filed with the Secretary of State by Mrs. Laura Hotchkiss against C. R. Johnson to whom the State Highway Commission awarded contract for the grading of the Valley-Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, which claim is in the sum of $2,453.30 and is for board furnished employees on the above project.

Very truly yours

State Highway Commission

Secretary

HBG
jn
d.c. C. R. Johnson

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 1 8 1932
OREGON
STATE HIGHWAY COMMISSION

August 17, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Tom S. Farrell, Attorney at Law, Lakeview, Oregon, and filed as of this date, a notice of claim by Mrs. Laura Hotchkiss for board furnished in the sum of $2453.30 against the bond taken from C. R. Johnson, principal, and Union Indemnity Co. surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

To the State of Oregon and
To Hal E. Hoss, Secretary of State, and
H. B. Glaisyer, Secretary Oregon State Highway
Commission,
Salem, Oregon.

Notice hereby is given that the undersigned, Mrs. Laura Hotchkiss, Valley Falls, Oregon, has a claim for boarding employees of C. R. Johnson, Inc. working on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway, which board was furnished during the months of June and July, 1932, under contract with C. R. Johnson, Inc., and for which said C. R. Johnson, Inc., undertook and agreed to pay claimant; that an itemized statement of said claim is hereto attached and made a part of this claim, setting forth the names of the employees to whom board was furnished and the amount due claimant from C. R. Johnson, Inc., for the board of each of them. That said claim is in the sum of $2453.50 an itemized statement of which is hereto attached and make a part hereof; that said claim is against the bond taken from C. R. Johnson, Inc., principal, and the Union Indemnity Company, as surety, for work on Highway Construction on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway in Lake County, Oregon.

MRS. LAURA HOTCHKISS
Claimant.

ITEMIZED STATEMENT OF CLAIM.

Board for June 1932.

Jas. Laird	$45.00
Wm. Scott	29.50
Geo Boggs	39.00
Roy Hughes	12.50
Ted Shaw	12.50
Alvin Doyle	12.50
Roy Anderson	31.50
Guy Sears	35.50
Geo Cox	39.50
Edd Hagberg	45.00
Crenshaw	39.00
Carey	45.00
Oscar Golden	45.00
Geo Bentz	45.00
Sumter	.50
Lind	14.00
McDonnell	45.00
W. Griffith	16.00
Chas. Thompson	37.50
Lofgren	$ .50
Geo Nylund	45.00
Ole England	3.00
Chas Ludvigson	18.50
Ed Berg	2.00
A. Mayer	45.00
M. Pederson	45.00
L. P. Larsen	33.00
Gibbs	45.00
Gruber	.50
Kelly	2.50
Frank Doyle	31.50
Justo Rivera	1.50
Edd Swanson	44.50
B. Houser	44.50
D. C. Clark	28.50
Geo Olsen	44.50
Geo. Anderson	44.50
Mike Dooney	43.50
R. E. Turner	42.00
Jen Jensen	42.00
Fred Nelson	42.00

RECEIVED
AUG 18 1932
OREGON
STATE HIGHWAY COMMISSION

Pete Shelly	42.00
Bill Nabolm	42.00
W. F. Dickenson	15.50
John Clancy	42.00
Corcoran	23.00
Owen Griffith	11.00
Brock	25.00
Stratton	1.50
Sam Smith	32.00
DePue	2.00
Blackalb	2.00
Force	15.50
Berg Greg	1.00
Art Greg	4.50
McNelty	24.50
L. C. Pullen	2.00
McCall	1.00
Erickson	.50
Ryan	.50
North Camp	.50
Geo. Brenner	.50
W. A. Gish	.50
DeGraw	2 . 50
Mr. Swartwood	2.50
Payton	1.00
Burns	31.20
	$1585.00

Board for July 1932.

Jas. Laird	32.50
Wm. Scott	31.00
Geo. Boggs	33.00
Edd Hagberg	31.50
W. Crenshaw	29.50
J. Carey	6.00
O. Golden	24.00
G. Bents	33.00
C. Thompson	28.50
A. Mayer	31.50
Gibbs	6.00
Houser	33.00
G. Olsen	33.00
G. Anderson	33.00
Mike Dooney	31.50
Turner	33.00
Jens Jensen	33.00
Fred Nelson	33.00
Pete Shelly	31.50
John Clancy	6.00
Sam Smith	33.00
McNelty	33.00
Sears	24.00
Sears helper	10.00
Tim Shae	24.00
John Sullivan	26.00
A. Ostrom	26.00
W. E. Petty	26.00
R. Glover	26.00
Avery Decker	26.00
Martin Peterson	26.00
W. A. Gish	20.00
Lee Halenbeck	13.00
Scott-Burns-Swartwood	18.80
Carl Benson	.50
Leonard Lund	.50
J. J. Henderson	.50
J. Burns	.50
J. D. Harrison	.50
	$888.30

June Board	$1565.00
July Board	888.30
Total	$2453.30

State of Oregon }
} ss
County of Lake }

I, Mrs. Laura Hotchkiss, being first duly sworn, depose and say that I am the claimant in the foregoing claim;that I have read the foregoing claim and know the contents thereof and that the statements therein contained are true; that said claim is a just and true claim in favor of claimant and against C. R. Johnson, Incl, principal and the Union Indemnity Company, as surety on said road bond; that said sum is due and owing to claimant from C. R. Johnson, Inc., and that no part thereof has been paid, and that there now remains due and owing to claimant thereon the sum of $2453.30, together with accrued interest thereon.

MRS. LAURA HOTCHKISS

Subscribed and sworn to before me this 15 day of August, A. D. 1932.

F. E. COOPER
Notary Public for Oregon

(SEAL)

My Commission Expires
Sept. 19, 1932

Claim of Mrs. Laura Hotchkiss vs. C. R. Johnson, Inc. and Union Indemnity Company.
$2453.30 Tom S. Farrell, Lakeview, Ore. Atty. fpr Claimant.

Endorsed: file No. 2076
filed August 17, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Mrs. Laura Hotchkiss for board furnished in the sum of $2453.30 against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on August 17, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 17th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

Liens

SSP-1a

August 18, 1932

Mr. Tom S. Farrell
Attorney at Law
Heryford Building
Lakeview, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 15 inclosing copies of Notice of Claim filed by Mrs. Laura Hotchkiss in the sum of $2,453.30 and Wm. Hotchkiss in the sum of $41.65, the originals of which have been filed in the office of the Secretary of State. These claims have been filed against C. R. Johnson in connection with State Highway Contract No. 1305 awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon.

We are advising the surety company and the contractor that such copies have been filed in this office.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

August 18, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

Please be advised that we have received copies of Notice of Claim filed by Mrs. Laura Hotchkiss in the sum of $2,453.30 and by Wm. Hotchkiss in the sum of $41.65, the originals of which have been filed in the office of the Secretary of State. These claims are against C. R. Johnson in connection with Contract No. 1305 awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon.

This information is given you since you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. C. R. Johnson
Railway Exchange Building
Portland, Oregon

TOM S. FARRELL
ATTORNEY-AT-LAW
HERYFORD BUILDING
LAKEVIEW, OREGON

Aug.15,1932.

H.B.Glaisyer,
Secretary of State Highway Commission,
Salem,Ore.

Dear Sir:

Inclosed please find copy of Notice of claim of Mrs. Laura Hotchkiss, Valley Falls,Ore. against C.R.Johnson, Inc., and the Union Indemnity Company, surety on bond,

The original has been filed with the Secretary of State's office, and a copy sent to Mr. James L.Conley, Postal Building,Portland,Oregon, as attorney for the bonding company.

I am also inclosing copy of Notice of claim of Wm. Hotchkiss, Valley Falls,Oregon, for materials supplied to C.R.Johnson,Inc. and used in the prosecution of the work on the highway under their contract. Original of this claim has been filed with the Secretary of State and copy sent to Mr. Corley.

Very truly yours,

Tom S. Farrell

Tom S.Farrell.

Rec'd 8/17/32
8:00 AM

(Copy)

To the State of Oregon and
To Hal E.Hoss, Secretary of State, and
H.B.Glaisyer, Secretary Oregon State Highway Commission,
Salem, Oregon.

Notice hereby is given that the undersigned, Mrs. Laura Hotbhkiss, Valley Falls, Oregon, has a claim for boarding employees of C.R.Johnson, Inc. working on the Valley Falls- Pike Ranch Division of the Lakeview-Burns Highway, which board was furnished during the months of June and July, 1932, under contract with C.R.Johnson, Inc., and for which said C.R.Johnson, Inc., undertook and agreed to pay claimant; that an itemized statement of said claim is hereto attached and made a part of this claim, setting forth the names of the employees to whom board was furnished and the amount due claimant from C.R.Johnson, Inc., for the board of each of them. That said claim is in the sum of $2453.30, an itemized statement of which is hereto attached and make a part hereof; that said claim is against the bond taken from C.R.Johnson, Inc., principal and the Union Indemnity Company, as surety, for work on Highway Construction on the Valley Falls - Pike Ranch Division of the Lakeview- Burns highway in Lake County, Oregon.

(Sd) Mrs. Laura Hotchkiss
Claimant.

ITEMIZED STATEMENT OF CLAIM.

Board for June 1932.

Jas. Laird	$45.00
Wm. Scott	29.50
Geo Boggs	39.00
Roy Hughes	12.50
Ted Shaw	12.50
Alvin Doyle	12.50
Roy Anderson	31.50
Guy Sears	35.50
Ted Cox	39.50
Mad Hagberg	45.00
Crenshaw	39.00
Carey	45.00
Oscar Golden	45.00
Geo Bentz	45.00
Sumter	.50
Lind	14.00
McDonnell	45.00
W.Griffith	16.00
Chas. Thompson	37.50

Lofgren	$ .50
Geo Nylund	45.00
Ole England	3.00
Chas Ludvigson	18.50
Ed Berg	2.00
A.Mayer	45.00
M.Pederson	45.00
L.P.Larsen	33.00
Gibbs	45.00
Gruber	.50
Kelly	2.50
Frank Doyle	31.50
Justo Rivera	1.50
Edd Swanson	44.50
B.Houser	44.50
D.C.Clark	28.50
Geo Olsen	44.50
Geo. Anderson	44.50
Mike Dooney	43.50
R.E.Turner	42.00
Jen Jensen	42.00
Fred Nelson	42.00
Pete Shelly	42.00
Bill Enholm	42.00
W.P.Dickenson	15.50
John Clancy	42.00
Corcoran	23.00
Owen Griffith	11.00
Brook	25.00
Stratton	1.50
Sam Smith	32.00
DePue	2.00
Blackolb	2.00
Force	15.50
Bert Greg	1.00
Art Greg	4.50
McNelty	24.50
L.C.Pullen	2.00
McCall	1.00
Erickson	.50
Ryan	.50
North Camp	.50
Geo Brenner	.50
W.A.Gish	.50
DeGraw	2.50
Mr. Swartwood	2.80
Payton	1.00
Burns	31.20
	$ 1565.00

Board for July 1932.

Jas. Laird	32.50
Wm. Scott	31.00
Geo.Boggs	33.00
Edd Hagberg	31.50
W.Crenshaw	29.50
J.Carey	6.00
O.Golden	24.00
G.Bentz	33.00
C.Thompson	28.50
A.Mayer	31.50
Gibbs	6.00
Houser	33.00
G.Olsen	33.00
G.Anderson	33.00

Mike Dooney	31.50
Turner	33.00
Jens Jensen	33.00
Fred Nelson	33.00
Pete Shelly	31.50
John Clancy	6.00
Sam Smith	33.00
McNolty	33.00
Sears	24.00
Sears helper	10.00
Tim Shae	24.00
John Sullivan	26.00
A.Ostrom	26.00
W.R.Petty	26.00
R.Glover	26.00
Avery Decker	26.00
Martin Peterson	26.00
W.A.Gish	20.00
Lee HelenBeck	13.00
Scott-Burns- Swartwood	18.30
Carl Benson	.50
Leonard Lund	.50
J.J.Henderson	.50
J.Burns	.50
J.D.Harrison	.50
	$888.30

June Board	$1565.00
July Board	888.30
Total	$2453.30

State of Oregon)
) ss
County of Lake)

I, Mrs. Laura Hotchkiss, being first duly sworn, depose and say that I am the claimant in the foregoing claim; that I have read the foregoing claim and know the contents thereof and that the statements therein contained are true; that said claim is a just and true claim in favor of claimant and against C.R.Johnson,Inc., principal and the Union Indemnity Company, as surety on said road bond; that said sum is due and owing to claimant from C.R.Johnson,Inc., and that no part thereof has been paid, and that there now remains due and owing to claimant thereon the sum of $ 2453.30 , together with accrued interest thereon.

Mrs. Laura Hotchkiss

Subscribed and sworn to before me this 15th day of August, A.D.1932.

(Notarial Seal)

(Sd)E.[illegible].Cooper
Notary Public for Oregon

My Commission expires
Sept.12,1932.

(COPY)

To the State of Oregon and to
To Hal E.Hoss, Secretary of State and
H.B.Glaisyer, Secretary of Oregon State
Highway Commission.
Salem, Oregon.

Notice hereby is given that the undersigned, Wm. Hotchkiss, Valley Falls, Oregon, has a claim for materials supplied by claimant to C.R.Johnson, Inc., for prosecution of the work on the Valley Falls-Pike Ranch Division of the Lakeview-Burns Highway; That the materials so furnished are as follows:

1 Monkey wrench 24 inch.	5.50
2 bars half inch round iron	2.00
10 ft.3/8x¼ flat iron	1.50
½ sack blacksmith coal	1.00
25 ¼ x 1 Mach.bolts	1.43
25 ¼ x 2 " "	1.68
25 ¼ x 3 " "	1.92
25 ¼ x 4 " "	2.17
25 3/8 x 1 Mach bolts	.72
25 3/8 x 2 " "	.90
25 3/8 x 3 " "	1.07
25 3/8 x 4 " "	1.26
1½ tons hay at $12.00 per ton	18.00
1 wagon sheet 6 x 12	2.50
	$41.65

That said claim is against said C.R.Johnson, Inc, and the Union Indemnity Company, surety of the bond of said C.R. Johnson, Inc, and against the bond taken from them.

That said claim is a just and correct claim and that no part thereof has been paid and that there is now due claimant thereon the sum of $41.65.

(Sd) Wm.Hotchkiss
Claimant.

State of Oregon }
} ss
County of Lake }

I, Wm. Hotchkiss, being first duly sworn, say that I have read the foregoing notice of claim, and know the contents thereof and that the statements therein contained are true.

(Sd) Wm.Hotchkiss

Subscribed and sworn to before me this 15th day of August, A.D.1932.

E.E.Cooper
Notary Public for Oregon

My Commission expires
Sept.17, 1932
(Notarial Seal)

(COPY)

Claim of

Wm. Hotchkiss

vs

C.R.Johnson, Inc., and
Union Indemnity Company

$41.65

Tom S.Farrell,
Lakeview, Ore.
Atty. for Claimant.

#1305

4LP-1a

August 17, 1932

Union Indemnity Company
Hansen & Rowland Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of affidavits filed in the office of the Bureau of Labor, Portland, setting forth the following overtime performed for C. R. Johnson in connection with State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon:

W. A. Gish	$63.00
W. E. Pettey	7.00
P. H. Kelly	13.01

This information is given you since your company appears as surety on the bond filed by the above contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. C. R. Johnson
Railway Exchange Bldg.
Portland, Oregon

August 17, 1932

Bureau of Labor
Charles H. Elrey, Deputy
101 Court House
Portland, Oregon

Gentlemen:

We acknowledge receipt of affidavits of M. A. Gish, W. E. Pettey and F. H. Kelly who have claims for overtime against C. R. Johnson, contractor to whom was awarded State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway.

We are today advising the surety company and the contractor that such affidavits have been filed in this office.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

C. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

August 15, 1932.

Oregon State Highway Commission,
State House,
Salem, Oregon.

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

Gentlemen:

Enclosed herewith you will find affidavits of:

M. A. Gish
W. E. Pettey
P. H. Kelly

who also have claims for overtime against C. R. Johnson, contractor, on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon. We have received a copy of the contract and bond in answer to our letter of August 8th, and this letter is simply to advise your office of the additional claims filed.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

K

CHE/GK

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, W. A. Gish, being first duly sworn, depose and say that I was employed by C. R. Johnson as laborer at the rate of $4.00 per day, and that I performed work. labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of 63^{00} for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

W. A. Gish

Subscribed and sworn to before me this 6th day of August, 1932.

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS
COUNTY OF MULTNOMAH)

I, W. E. Pettey, first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of$7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C.R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

W. E. Pettey

Subscribed and sworn to before me this 15 day of August, 1932

Mae C. Duebe
Notary Public for Oregon

My Commission expires ~~6/5/35~~ 6-28-35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, P. H. Kelly, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $5.50 per day, and that I performed work, labor and services on behalf of C.R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $13.01 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

P H Kelly

Subscribed and sworn to before me this 15th day of August, 1932

Mae E. Dueber
Notary Public for Oregon

My Commission expires ~~5/5/35~~ 6-28-35

#1305

August 17, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We inclose certified copies of Notices of Claim filed with the Secretary of State against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, filed by the following:

E. W. Court, for labor performed	$ 230.00
Consolidated Stage Co., for rental, labor and materials	188.33
Consolidated Stage Co., for rental, labor and materials	297.28
Consolidated Stage Co., for labor and materials	359.90
C. R. Graham, for labor and materials	196.82

This information is furnished you since you appear as surety on the bond filed by the contractor.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. C. R. Johnson

August 17, 1932

Hal E. Hoss, Secretary of State
Capitol Building

Dear Sir:

We acknowledge receipt of the following notices of claim which have been filed with you in connection with State Highway Contract No. 1305 awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

E. W. Court, for labor performed	$230.00
Consolidated Stage Co., for rental, labor and materials	188.33
Consolidated Stage Co., for rental, labor and materials	397.28
Colsonidated Stage Co., for labor and material	359.90
C. R. Graham, for labor and materials	196.82.

Copies are being forwarded to the surety on the bond and to the contractor for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 15, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H.B. Glaisyer, Secretary

This is to advise that we received from O. C. Gibbs, Attorney, Lakeview, Oregon, and filed as of this date, a notice of claim by C. R. Graham for labor and materials furnished in the sum of $196.82 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, contract No. 1305.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 10, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention H. B. Glaisyer, Secretary.

You are advised that we received and filed as of this date a notice of claim by the Consolidated Stage Co.,Inc., for labor and materials furnished in the sum of $359.90 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded to the principal, if desired and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 10, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention H. B.Glaisyer, Secretary.

You are advised that we received from Forrest E. Cooper, Attorney, Lakeview, Oregon and filed as of this date, a notice of claim by the Consolidated Stage Co., Inc., for rental, labor and materials furnished in the sum of $397.28 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E. Hoss

Secretary of State.

EL

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 10, 1932

State Highway Commission,
Salem, Oregon.

Gentlemen: Attention H. B. Glaisyer, Secretary.

You are advised that we received from Forrest E. Cooper, Attorney, Lakeview, Oregon, and filed as of this date, a notice of claim by the Consolidated Stage Co., Inc., for rental, labor and materials furnished in the sum of $188.33 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1303,

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded, if desired to the principal, if desired, and one to the surety.

Kindly acknowledge receipt of the copies, and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

EL

C. N. Lau
Deputy Se

STATE OF OREGON
Department of State
SALEM

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

August 13, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by E. W. Court for labor performed in the sum of $230.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

TO THE STATE OF OREGON And
To Hon. Hal E. Hoss, Secretary of
State of the State of Oregon,
Salem, Oregon.

NOTICE IS HEREBY GIVEN That the undersigned C. R. Graham, doing business under the assumed business name of PIONEER GARAGEin Lakeview, Oregon, has a claim for labor performed and materials, supplies , gasoline and oil and parts furnished in the sum of One Hundred Ninety-Six and 82/100 ths. Dollars ($196.82) against the bond taken from C. R. Johnson, Inc., principal, and Union Indemnity Company, surety, for the work of constructing the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, under Contract No. 1305.

An itemized statement of the particulars of such claim and demand is hereto attached, Marked Exhibit A, and by this reference thereto made a part hereof.

Dated at Lakeview, Oregon, this Twelfth day of August, 1932.

C. R. GRAHAM
Address: Lakeview, Oregon.

- - - - - - - - - - - - -

PIONEER GARAGE

C. R. Johnson Inc.
414 Covenor Bld
Portland Ore

EXHIBIT A.

Date 1931	Items	Charges	Credits	Balance
12/7	1 oil lever gauge			
12/11	1 spark plug .75 1 valva cover gasket .25	.20		
	Labor	1.00		1.20
Jan.1-1932-1/5	1 qt. Prestone 1.25 labor .50	1.75		2.95
1/9	9 gas 2.25 trip .50 1 qt oil .35	1.75		4.70
1/14	1 light bulb .45 tubing .40	3.10		7.80
	1 alemite hose	.85		8.65
	5 gas 1.25 labor 2.00	4.50		13.15
1/17	1 jack 2.75 repair tube .50	3.25		16.40
	1 fan belt .90 1/18 1 gal prestone 500	3.25		19.65
1/21	5 gal gas 1.25 30 in hose 2.00	5.90		25.55
	1 gal Prestone	3.25		28.80
1/23	repair tire .50 1 box fuses .25	5.00		33.80
1/25	Repair Radiator	.75		34.55
	EXHIBIT A, Page 1.	2.50		37.05
2/1	Bro Forward			
2/1	Repair truck tube			37.05
2/2	" " "	1.00		38.05
2/3	3 gal Prestone	1.00		39.05
2/8	12 alemite nipples	15.00		54.05
2/12	4 gal Prestone	3.60		57.65
2/18	½ gal. Presonte	20.00		77.65
2/24	mount tire .50 2/26 1 carb gasket .10	2.50		80.15
	1# grease .25 labor 1.50	.60		80.75
2/26	1 fan belt	1.75		82.50
2/29	Bendix spring .45 washers .05	.90		83.40
	Labor	.50		83.90
	EXHIBIT A, Page 2.	.75		84.65
3/1	Bro Forward			
3/4	1 box fuses .25 1 can tire patches .50	.75		84.65
	4 light bulbs 1.80 repair tube .50	2.30		85.40
	2 gal Presone 10.00 rear deck screw .15			87.70
3/7	1 tie rod spring	10.15		97.85
		.10		97.95

3/7	2 tie rod seats	.20		98.15
	1 " " spacer	.10		98.25
3/8	Cedit by check		37.05	61.20
	1 wrench 1.00 1 screw driver 1.25	2.25		63.45
	2 steering gear plugs	.20		63.65
	2 " " springs	.20		63.85
	1 " " spacer	.10		63.95
	Labor 1.50	1.50		65.45
3/9	Rad Hose	1.50		66.95
3/12	Mount tire .50 hub cap .60 bolt .15	1.25		68.20
3/25	1 set wiring 1.50 1 rotor .30	1.80		70.00
3/26	1 roll tape .20 1 dist cap .75 1 set Points 1.00	1.95		71.95
	1 qt. oil .35 labor 4.00	4.35		76.30
3/27	1 shackle bolt .35 1 bolt .10	.45		76.75
	cotter pins 25 alemite .25	.50		77.25

EXHIBIT A, Page 3.

3/27	Bro Forward			77.25
3/28	1 truck valve	1.00		78.25
	Labor	.75		79.00
4/4	1 plunger shaft & boot	.30		79.30
	labor 1.40	1.40		80.70
4/8	tape .20 3 flash light cells .30	.50		81.20
	1 tail light assembly	2.00		83.20
	Labor	1.00		84.20
4/11	Credit by check		47.60	36.60
	1 pump jet .35 4/16 fuses .25	.60		37.20
4/17	1 dimmer switch	1.00		38.20
	7 gal gas 1.61 2 qt oil .70	2.31		40.51
4/23	Labor .75	.75		41.26
4/24	Labor on carb	.75		42.01
	8 ft 8 in 4½ x ¼ brake linning	31.20		73.21
	Labor	1.50		74.71
4/29	1 front spring	6.00		80.71
	repair tube clean carb	1.50		82.21
	1 boot	.30		82.51

EXHIBIT A, Page 4.

5/1	Bro Forward			82.51
5/4	4 light bulbs 2.00 5 park lite bulbs .75	2.75		85.26
	Repair head lite	.50		85.76
5/7	Brake linning	7.00		92.76
5/12	Repair carb 1.90 1 plunger .40	2.30		95.06
	1 gasket .15 5/14 reapir tail lite .50	.65		95.71
5/16	repair tube .50 1 boot .25	.75		96.46
5/19	1 tire 8.50 1 tube 1.75	10.25		106.71
5/24	3 generator brushes	.45		107.16
5/27	8 rear hub bolts .80 labor .75	1.55		108.71
5/28	1 front spring 2.85 labor 1.75	4.60		113.31
5/29	10 gas 2.20 1 tube 1.80 1 boot .35	4.35		117.66
5/30	2 hub bolts & nuts .40 2 sleeves .30	.70		118.36

EXHIBIT A, Page 5.

6/1	Bro Forward			118.36
6/1	1 hub bolt & nut .20 6/3 1 tube 1.75	1.95		120.31
6/3	1 boot .35 6/4 1 box fuses .25	.60		120.91
6/6	1 valve .45 welding gas .50	.95		121.86
	12 valve springs 1.80	1.80		123.66
	1 cyl head gasket .50 cover gasket .25	.75		124.41
	3 exh gaskets .35 2 s park plugs 1.50	1.85		126.26
	2 front fenders 19.50 1 hood hook .20	19.70		145.96
	bolts & nuts .35 labor 13.50	13.85		159.81

6/7	8 gal gas 1.76 6/8 1 bolt .14	1.91		161.72
6/12	Repair tube .50 1 boot .35	.85		162.57
6/14	fan belt .90 radiator solder .50	1.40		163.97
	1 box fuses .25 6/16 tie rod end .75	1.00		164.97
	2 ball seat .20 spring .10 alemite .25	.55		165.52
6/21	front spring 6.50 6/22 repair tail lite .65	7.15		172.67
6/25	1 shackle pin .40 radiator cap .50	.90		173.57
	rad stop leak .50 6/27 hose .25	.75		174.32
6/27	repair radiator .4.00 2 ball seats .20	4.20		178.52
	1 plug 10 1 alemite .20 labor 1.50	1.80		180.32
6/30	credit by check		35.85	144.47

EXHIBIT A, Page 6.

7/1	Bro Forward			144.47
7/5	1 tie rod .80 2 tie rod ends 1.50	2.30		146.77
	2 " " seats .60 2 plugs .30	.90		147.67
	2 " " springs .30 1 clutch 3.35	3.65		151.32
	1 clutch housing 9.00	9.00		160.32
	1 fly wheel ring gear	2.60		162.92
	lathe work	2.00		164.92
	2 alemite nipples	.50		165.42
	labor	7.30		173.52
7/7	2 spindle arm anchors	.60		173.92
	2 hub bolts .30 4 nuts .20	.50		174.42
	1-3/4 S A E nut .10 1 tube 3.25	3.35		177.77
	1 boot .50 1 box fuses .25	.75		178.52
	Labor	5.00		183.52
7/11	1 tire 9.20 1 tube 1.85	11.05		194.57
7/21	1 connecting rod	2.25		196.82

EXHIBIT A, Page 7

Endorsed: File No. 2074
Filed August 15, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by C. R. Graham for labor and materials furnished in the sum of $196.82 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305, with the original notice filed in the office of the Secretary of State on August 15, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 15th day of August, A. D. 1932.

Hal E Hoss
Secretary of State

Hal Hoss

Secretary of State

Salem, Oregon.

Notice is hereby given that the undersigned, the Consolidated Stage Co., Inc., an Oregon corporation, with its principal place of business at Lakeview, Lake County, Oregon, has a claim for automobile accessories, automobile parts and supplies and gasoline and oil and skill, labor and materials expended in auto repairs and repairing, in the sum of $359.90 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, by the Oregon State Highway Commission, for the contract of grading 18.64 miles of that section of the Lakeview-Burns Highway, known as the Valley Falls-Pike Ranch Section, Lake County, Oregon; being contract No. 1305 of said Oregon State Highway Commission.

That the items going to make up said lien claim were obtained by said C. R. Johnson at his special instance and request for the purpose of prosecuting said grading contract.

A n itemized statement of said claim is attached hereto, marked exhibit "A" and made a part hereof by this reference.

CONSOLIDATED STAGE CO.,INC.

By F. ZIM BALDWIN
President and Manager

To CONSOLIDATED STAGE CO., INC., DR.

Operating

FORD　　LAKEVIEW GARAGE　　BUICK
Lakeview, Ore.

Accessory Stores -:- Machine Shops

4/30	Repair lights 1.00	1.00
	distributor points 55¢ wire 35¢	.90
	2-600 x 21 Heavy Duty Tubes	5.80
	6-5/8 x 3 SAE bolts & nuts	1.68
	4 boots 1.75 5 patches 25¢	2.00
	coil 1.90 distributor body 55¢ rotor 15¢	2.60
	condensor 30¢ distributor points 55¢	.85
	distributor bus bar 25¢ spark plug 75¢	1.00
	coil wire 10¢ front spring 4.25	4.35
	main leaf 2.00 tube repair kit 35¢	2.35
5/ 1	1 can mag oil 25¢ 3 bolts & nuts 30¢	.55
2	4--5/8 x 2½ inch bolts & nuts	1.05
3	8 ft. copper tubing 1.60 connection 30¢	1.90
	Radiator 15.25 - 6 ft. cable 90¢ battery cable 80¢	16.95
4	Tire change 50¢ boot 50¢	1.00
5	Breather cap	.75
6	Install cross member, repair lights & fender	16.50
	Cross member 1.30 - 14 bolts & nuts 70¢	2.00
	Shock arm & link 1.30-bolts & nuts 45¢	1.75
	Radiator Rod	.30
7	Tire change & repair	.50
	Permatex 25¢ paint brush 30¢ 8 bolts 2 nuts 1.30	1.85
11	Rear spring hanger 50¢ acid core solder 2.00	2.50
	2 Model TT spring hangers 60¢ 9 bolts & nuts 90	1.50

RECEIVE
AUG 16 1932

4/11	Radiator rod & nuts	.20
13	Grease & oil car and check for short	2.00
	7 qts oil	1.75
14	Refact valves 1.00 Grease car 1.50	2.50
11	5 gals gas 1 qt. oil	1.35
14	2 qts oil	.70
16	3 motor support springs 10¢ 4 pan gaskets 20¢	.30
	cylinder head gasket 35¢ 2 manifold gaskets 10¢	.45
	14 leaf front spring 4.75-2 clips & nuts 40¢	5.15
	steering column 2.80 2 bolts 10¢	2.90
	2 running board braces 1.00 valve compound 50¢	1.50
	permatex 25¢ crescent wrench 1.50	1.75
	4 ft. copper tubing	.80
19	packing material 30¢ 16 unions 2 ferrels 60¢	.90
20	18" copper tubing	.20
22	5 gals gas	1.00
24	2—30 x 450 Heavy Duty Tubes	3.20
	4 spark plugs 3.00 10 light globes 4.50	7.50
	2—30 x 450 U.S. Tires	19.40
	2 clamps 60¢ front spring 3.25	3.85

Exhibit "A"
page 1.

	Carried Fwd.	129.03
26	Front spring 4.75 - 2 spring clips 50c	5.25
	Radiator hose 15¢ 12 bolts & nuts 95¢	1.10
27	4 spark plugs 2.40 tape 40¢	2.80
	transmission bands 1.00 4 wires 60¢	1.60
	timer & roller	.75
30	Model T hub cap	.15
		140.68
27	Credit 4 spark plugs returned	3.00
		137.68

Exhibit "A"
page 2.

5/31	2 spark plugs	1.50
6/ 2	tune motor 50¢ 29 x 440 casing & tube 11.00	11.50
	4 gals gas & 1 qt. oil	1.23
5	12—½ x 3 bolts & nuts	2.40
	axle nut & key	.20
6	Grind valves, Install winshield and repair fender and lights	11.00
	8 valves 2.00 12 piston rings 2.40	4.40
	cylinder head gasket	.40
	valve plate gasket 10¢ water gasket 05¢	.15
	piston 1.50 pin 25¢ manifold gasket 20¢	1.95
	valve lock 05¢ spark plug 60¢ 1 gal oil 1.00	1.65
	winshield glass 2.35 winshield bracket 1.55	3.90
7	4 gals gas	.88
8	6 dual wheel nuts 90¢ fan belt 50¢ valve cores 25¢	1.65
9	2—30 x 5 U. S. tires & tubes	27.14
10	permatex	.25
14	spark plug 60¢ tape 40¢ tire patches 35¢	1.35
	12 bolts	.96
	pump assembly 2.50 fan belt 50¢ 2 bolts 50¢	3.50
	18—5/8 x 2½ inch bolts and nuts	4.68
	3 gals gas	.66
15	2—7/8 nuts	.16
15	grind valves install rings on air compressor	20.25
	weld starting crank	2.00
	sheet gaskets 50¢ set of rings 4.64	5.14
	stage charge onparts	.25
	cork gasket 20¢ gasket & paper 20¢	.40
	4 bolts 16¢ 6 qts. oil 2.10	2.26
	10 "" hose 35¢ bolt 12¢ valve 85¢	1.32
	2 hose clamps 30¢ welding gas 2.00	2.30
18	light socket	.50
21	[illegible] 1.00 float [illegible]	[illegible]

	gals gas	1.84
25	5 gals gas - 2 qts oil	1.65
27	2 spark plugs	1.50
28	2 cans patching	.70
30	2 radius rod studs, springs & nuts	.20
		125.17

Exhibit "A"
Page 3.

7/ 3	30 x 450 Casing & Tube	9.60
	Rim	1.60
5	3 gals gas 1 qt oil	1.05
7	2 zerk fittings 1.20 compression rings 80	2.00
	oil rings 60¢ gaskets 85¢ hose 07¢ bolts & nuts 12¢	1.64
	4 spark plugs 3.00 motor springs 25¢ bolts 60¢	3.85
5	Rebabbit block, grind valves & install rings	25.00
	Overhaul steering column	5.00
	Repair end gate on dump body	6.00
	Replace all wiring	2.50
	Steering gear complete 10.50 3 bearing caps 3.20	13.70
	gasket 05¢ bolt 32¢ head & tail light wire 1.95	2.32
	motor gaskets 1330 rings 1.44 connecting rod 2.90	5.64
	lock ring 05¢ 2 oil pump gears 80¢ 2 valves 72¢	1.57
	cylinder head bolt 10¢ cylinder head 6.50	6.60
	nut and springs 20¢ wiring assembly 25¢ hose 20¢	.65
	nut 05¢ 4 spark plugs 3.00	3.05
	rotor 60¢ distributor case 1.15 8 bolts 30¢	2.05
	iron 90¢ accetelyn gas 3.00	3.90
20	Repair generator 2.00 2 generator bearings 2.70	4.70
		102.40
22	Nuts and steering column returned	3.35
		99.05

Exhibit "A"
Page 4.

State of Oregon)
County of Lake) :SS

I, F. Zim Baldwin, being first duly sworn, do say: That I am the President and Manager of the Consolidated Stage Co. Inc., and Oregon corporation, with its principal place of business at Lakeview, Oregon, the within named lien claimant.

That I have read the foregoing lien claim and understand the contents thereof and the same is a correct statement in all respects. That there are no just set-offs or counterclaims of any nature whatsoever to said lien claim.

F. ZIM BALDWIN

Subscribed and sworn to before me this 5th day of August 1932.

F. E. COOPER
Notary Public for Oregon.

(SEAL)
My commission expires
September 19, 1932.

ENDORSED:
File No. 2071
Filed August 10, 1932.
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Consolidated Stage Co., Inc., an Oregon corporation, for labor and materials furnished in the sum of $359.90 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305, with the original notice of claim filed in the office of the Secretary of State on August 10, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

To Hal Hoss,

Secretary of State,

Salem, Oregon

Notice is hereby given that the undersigned, the Consolidated Stage Co., Inc., an Oregon corporation, with its principal place of business at Lakeview, Lake County, Oregon, has a claim for truck hire and repairs as follows, to wit:

That on or about April 15, 1932, claimant and C. R. Johnson, entered into an agreement wherein claimant agreed to rent to said C. R. Johnson a Ford Motor Truck motor No. AA2855809, the same to be used by said C. R. Johnson in performing the contract with the State of Oregon hereinafter referred to, at an agreed rental of $75.00 per month plus the cost of keeping said truck in good repair during the rental period plus the cost of putting said truck in a good state of repair at the end of said rental period. That said truck was turned over to said C. R. Johnson and accepted by him on said terms.

That claimant's claim consists of the following items, to wit: truck hire and the cost of placing same in a good state of repair at the end of said rental period, totalling $397.28. That the labor skill and materials and repairs expended by said C. R. Johnson in keeping said truck in a good condition during said rental period were not designated by him as they were obtained from claimant from time to time and have been carried in the general account which said C. R. Johnson carried with claimant during the existence of said grading contract upon which he purchased supplies and materials and obtained labor skill and materials upon and for his own property as well as claimants.

lien claim, page 1,

An itemized statement of the foregoing claim is attached hereto and marked exhibit "A".

Wherefore, claimant claims the sum of $397.28 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, by the Oregon State Highway Commission, for the contract of grading 18.64 miles of that section of the Lakeview-Burns Highway, known as the Valley-Falls-Pike Ranch Section, Lake County, Oregon; being contract No. 1305 of the Oregon State Highway Commission.

That the foregoing obligation was incurred by said C. R. Johnson for the purpose of prosecuting the work of said grading contract.

CONSOLIDATED STAGE CO., INC.

by F. ZIM BALDWIN

President and Manager.

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

Exhibit "A"

Rent on Motor Truck No. AA2855809 from April 19, to May 31, 1932 @ $75 per month		105.00
Rent on Motor Truck No. AA2855809 from June 1, to June 30, inclusive @ $75 per month		75.00
Cost of reconditioning said truck No. AA2855809 after its surrender to claimant at the expiration of the rental period on or about July 22, 1932:		
straighten and repair dump body	20.00	
straighten and repair cab	10.00	
repair ignition system	2.50	
rebush front end	5.00	
repair running boards and fenders	4.00	
install running board bracket	.75	
2 head lightlooms	2.00	
1 horn loom	2.50	
ignition switch	2.60	
ammeter	.45	
4 panel screws	.10	
2 door glasses and channels	15.00	
1 rear glass and channel	1.25	
top deck	2.75	
2 king pins	2.50	
2 pair king pin bushings	.40	
1 running board bracket	5.25	
bolts and nuts	2.00	
tires, minus discount on old ones	68.18	
radiator	17.00	
		163.53
Rent on motor truck No. AA2855809 for 21½ day of July, 1932, @ $75 per month		53.75
		$397.28

State of Oregon) :ss
County of Lake)

I, F. Zim Baldwin, being first duly sworn, do say:

That I am the president and manager of the Consolidated State Co., Inc., an Oregon Corporation, with its principal place of business at Lakeview, Oregon, the within named lien claimant.

That I have read the foregoing lien claim and understand the contents thereof and the same is a correct statement in all respects. That there are no just set-offs or counter-claims of any nature whatsoever to said lien claim.

F. ZIM BALDWIN

Subscribed and sworn to before me this 5th day of August, 1932.

F. E. COOPER
Notary public for Oregon

(SEAL)
my commission expires
September 19, 1932.

ENDORSED:
File No. 2070
Filed August 10, 1932,
HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Consolidated Stage Co., Inc., for rental, labor and materials furnished in the sum of $397.28 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305, with the original notice of claim filed in the office of the Secretary of State on August 10, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

To Hal Hoss

Secretary of State

Salem, Oregon

Notice is hereby given that the undersigned, the Consolidated Stage Co., Inc., an Oregon corporation, with its principal place of business at Lakeview, Lake County, Oregon, has a claim for truck hire and repairs as follows, to wit:

That on or about April 25, 1932, claimant and C. R. Johnson entered into an agreement wherein claimant agreed to rent to said C. R. Johnson a Ford Motor Truck No. AA 5020728, the same to be used by said C. R. Johnson in performing the contract with the State of Oregon hereinafter referred to, at an agreed rental of $75.00 per month plus the cost of keeping said truck in a good state of repair plus the cost of putting said truck in a good state of repair at the end of said rental period. That said truck was turned over to said C. R. Johnson and accepted by him on said terms.

That claimant's claim consists of the following items, to wit: truck hire and the cost of placing said truck in a good state of repair at the end of said rental period. That the labor skill and materials expended by said C. R. Johnson in keeping said truck in a good state of repair during said rental period were not designated by him as they were obtained from claimant from time to time and have been carried by claimant, in the absence of such cooperation from said C. R. Johnson in the general account which said C. R. Johnson carried with claimant during the existence of said grading contract upon which he purchased supplies and materials and obtained labor skill and materials upon and for his own property as well as claimant's.

An itemized statement of the foregoing claim is attached hereto, marked exhabit "A" and made a part hereof by this reference.

Wherefore, claimant claims the sum of $188.33 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, by the Oregon State Highway Commission, for the contract of grading 18.64 miles of that section of the Lakeview-Burns Highway, known as the Valley Falls-Pike Ranch Section, Lake County, Oregon; being contract No. 1305 of the Oregon State Highway Commission.

That the foregoing obligation was incurred by said C. R. Johnson for the purpose of prosecuting the work of said grading contract.

CONSOLIDATED STAGE CO., INC.,

By F. ZIM BALDWIN

President and Manager.

RECEIVED
AUG 16 1932
OREGON
STATE HIGHWAY COMMISSION

Rent on Ford Motor Truck No. AA 3020728 from April 29, 1932, to May 31, 1932, @ $75 per month		$82.50
Labor and repairs expended upon said motor truck for the purpose of placing it in a fair state of repair at the close of said rental period mentioned in the body of this lien claim:		
overhaul real end, install new wiring, straighten dump body, fit doors on cab, install hood hooks and gas line	42.00	
one 30 x 5 heavy duty tire	15.45	
2 door latches	.50	
gas line	.25	
3 bolts	.10	
light wire	1.00	
tail lamp	.90	
head light plug	.10	
brake spring	.10	
bolts and nuts	.35	
head light rim and lens	1.00	
globe	.45	
2 axle shafts	10.00	
gear case	13.50	
pinion	6.25	
pilot bearing	.90	
2 grease retainers	.70	
2 axle keys	.16	
lock	.05	
2 brake shoes	5.00	
bearing	2.50	
bearing retainer	.04	
2 bolts	.05	
pilot bearing race	.45	
2 gaskets	.10	
2 3/8 x 1½ inch bolts and nuts	.50	
2 gaskets 10¢, 3 felts 15¢	.25	
alemite cup	.15	
4 bolts nuts and washer	.35	
2 3/8 x 4 bolts and nuts	.50	
9 lb. grease	2.25	$105.83
		$188.33

exhibit "A"

State of Oregon) :SS
County of Lake)

I, F. Zim Baldwin, being first duly sworn, do say: That I am the president and manager of the Consolidated Stage Co., Inc. an Oregon corporation, with its principal place of business at Lakeview, Lake County, Oregon, the within named lien claimant.

That I have read the foregoing lien claim and understand the contents thereof and the same is a correct statement in all respects. That there are no just set-offs nor counterclaims of any nature whatsoever to said lien claim.

F. ZIM BALDWIN

Subscribed and sworn to before me this 5th day of August, 1932.

(SEAL)

J. E. COOPER
Notary Public for Oregon.

my commission expires
September 19, 1932.

ENDORSED
File No. 2072
Filed August 10, 1932. HAL E. HOSS, Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by the Consolidated Stage Co., Inc., for rental, labor and material furnished in the sum of $188.33 against the bond taken from C. R. Johnson, as principal, and the Union Indemnity Company, as surety, for the contract of grading 18.64 miles of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon, Contract No. 1305, with the original notice of claim filed in the office of the Secretary of State on August 10, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of August, A. D. 1932.

1859

Hal E Hoss

Secretary of State

United States of America
STATE OF OREGON

Lakeview, Oregon

August 12th, 1932

To the State of Oregon,
Hal E. Hoss, Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, E. W. Court, has a claim for labor performed hauling road-building equipment in the sum of Two Hundred Thirty and no/100 ($230.00) Dollars against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for the work of road construction on account of contract awarded to C. R. Johnson for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns highway, in Lake County, Oregon.

E. W. COURT

Endorsed: File No. 2073
Filed August 13, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by E. W. Court for labor performed in the sum of $230.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, with the original notice filed in the office of the Secretary of State on August 13, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 13th day of August, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

FPP-1a

August 17, 1932

Bureau of Labor
Charles H. Elrey, Deputy
101 Court House
Portland, Oregon

Gentlemen

We acknowledge receipt of affidavits of L. Lund and Axel Stroberg setting forth their claims for overtime against C. H. Johnson, contractor, to whom was awarded State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County.

We are today advising the surety company and the contractor that such affidavits have been received in this office.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

RBG
jn

August 17, 1932

Union Indemnity Company
Hansen & Rowland Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of affidavits of L. Lund and Axel Stroberg setting forth that overtime has been performed by them for C. R. Johnson in connection with State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, in the amounts of $7.00 and $10.50 respectively, for said overtime. This information is given you since your company has written the bond furnished in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

hbg
jn
c.c. C. R. Johnson

August 17, 1932

Union Indemnity Company
Hansen & Rowland Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We are in receipt of affidavits of L. Lund and Axel Stroberg setting forth that overtime has been performed by them for C. R. Johnson in connection with State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, in the amounts of $7.00 and $10.50 respectively, for said overtime. This information is given you since your company has written the bond furnished in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

nbg
jn
c.c. C. R. Johnson

Chas. H. Elrey
Attorney and Deputy
Commissioner of Labor

Branch Office
101 Courthouse
Portland, Oregon

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
Capitol Building
Salem, Oregon

G. D. Matthews, Deputy
324 N. Sixth Street
Klamath Falls, Oregon

[illegible], Attorney
Melhase Building
Klamath Falls, Oregon

RECEIVED
AUG 17 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

August 16, 1932.

Oregon State Highway Commission
State House,
Salem, Oregon.

Gentlemen:

Supplementing our letters of August 8th and 15th enclosing affidavits of numerous persons having overtime claims against C. R. Johnson, contractor, on the Yellowstone Cutoff Section of the State Highway near Valley Falls, Oregon, we wish to add the following:

L. Lund

Axel Stroberg

As advised before, we already have a copy of the contract and bond.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

RECEIVED
AUG 17 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, L. Lund, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said/state work; and that there is due and owing me the sum of approximately $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

L. Lund

Subscribed and sworn to before me this 13 day of August, 1932

Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Axel Stroberg, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $10.50 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

Axel Stroberg

Subscribed and sworn to before me this 13 day of August, 1932.

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

#1305

August 15, 1932

Vinton & Marsh, Attorneys-at-Law
McMinnville, Oregon

Gentlemen:

In response to your inquiry of August 12th we wish to advise that the bond which was furnished in connection with the C. R. Johnson Co. contract No. 1305, Valley Falls to Pike Ranch section of the Lakeview - Burns highway in Lake County was written by the Union Indemnity Company for whom Hansen & Rowland, Inc., who have offices in the Failing Building, Portland, are resident agents.

Final payment has not yet been made to Mr. Johnson on this contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

JM:RWB

VINTON & MARSH
ATTORNEYS-AT-LAW
McMINNVILLE, OREGON

W. T. VINTON
EUGENE E. MARSH

August 12th, 1932.

RECEIVED
AUG 13 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

We would appreciate it if you would advise us of the name and address of the bonding or surety company behind the C. R. Johnson Company on what is known as the Valley Falls or Lake Abert job in Lake County, Oregon.

We would also like to know whether the C. R. Johnson Company has received final payment on this job.

Yours very truly,

VINTON & MARSH

By Eugene E. Marsh
By A. C

EEM:C

#1305
J.L.P-1a

August 12, 1932

Union Indemnity Company
Hansen & Rowland Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We have been informed that R. A. Freeman is indebted to Mr. I. M. Ivancevich in the total sum of $208.00 for hauling one unit power shovel from Portland, Oregon to Valley Falls, Oregon, plus insurance premium. Mr. Freeman is a subcontractor under C. R. Johnson on State Highway Contract No. 1305 for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

This information is given you inasmuch as you appear as surety on the bond furnished by Mr. Johnson in connection with this contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. C. R. Johnson
Railway Exchange Bldg.
Portland, Oregon

August 12, 1932

Bert W. Henry, Lawyer
510 Mead Building
Portland, Oregon

Dear Sir:

I have your letter of August 11 inclosing the affidavit of I. M. Ivancevich which sets forth that R. A. Freeman, subcontractor under C. R. Johnson to whom State Highway Contract No. 1305 was awarded for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, is indebted to him for hauling one unit power shovel from Portland to Valley Falls and for insurance premium, in the total sum of $208.00. Copy of this contract is being forwarded, per your request.

Very truly yours

State Highway Commission

Secretary

HBG
jn

PHONE AT. 4616 CABLE ADDRESS "NWACO"

LAW OFFICES OF
BERT W. HENRY
SUITE 510 MEAD BLDG.
PORTLAND, OREGON

August 11, 1932

State Highway Commission,
Salem, Oregon.

Dear Sir:

Inclosed please find the affidavit of I. M. Ivancovich and notice of claim as provided by the statutes.

Please let me have a copy of the contract and bond on this work as provided by Section 67-1101 Oregon Code Annotated.

Yours very truly,

Bert W. Henry

BWH:L
INC

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON, }
COUNTY OF MULTNOMAH. } SS.

I, I. M. Ivancovich, being first duly sworn, depose and say: That between July 17 and July 22, 1931, at the special instance and request of R. A. Freeman, a subcontractor under C. R. Johnson, General Contractor, I hauled one unit power shovel from Portland, Oregon to Valley Falls, Oregon at the agreed price of 25¢ per mile, round trip, plus insurance premium of $24.75, in the prosecution of the work of constructing the Valley Falls to Pike Ranch Section of the Lakeview-Burns Highway, totaling $208.00, no part of which has been paid.

That this affidavit is made as proof of the correctness of my claim and for the purpose of procuring a copy of the contract and bond under which said work was done.

Attached hereto is a copy of notice given in accordance with the provisions of Section 67-1101 of Oregon Code Annotated.

I. M. Ivancovich

Subscribed and sworn to before me this 9th day of August, 1932.

Bert A. Henry
Notary Public for Oregon.

My Commission Expires: 2-16-35

RECEIVED
AUG 12 1932
OREGON
HIGHWAY COMMISSION

TO The State of Oregon
State Highway Commission:

Notice is hereby given that the undersigned, I. M. Ivancovich, 2009 Terwilliger Boulevard, Portland, Oregon, has a claim for hauling one unit power shovel from Portland, Oregon to Valley Falls, Oregon at 25¢ per mile, total mileage 733 miles, and insurance premium $24.75, in the sum of $208.00 against the bond taken from C. R. Johnson, General Contractor, and Union Indemnity Co., surety, for the work of constructing 18.64 miles of the Valley Falls to Pike Ranch Section of Lakeview-Burns Highway, being State Highway Commission Contract No. 1305.

Dated this 9th day of August, 1932.

I. M. Ivancovich
Claimant.

P. O. Address,
2009 Terwilliger Boulevard,
Route 8, Box 358,
Portland, Oregon.

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AUG 12 1932
OREGON
HIGHWAY COMMISSION

FORM 2-G-1 4000 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

7LP-1

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

August 11, 1932

RECEIVED
AUG 12 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

NOTED
State Highway Engineer

Confirming my telephone conversation of August 5th relative to the surfacing of the Lakeview-Burns Highway, I beg to report as follows:

There is only one section of any consequence in Harney County which will remain unsurfaced after Knute Lien completes his contract. This section extends from station 3226 to station 4733, which latter station is located about 3300 feet from the junction with the Central Oregon Highway. This section is approximately 28.0 miles in length. My estimate on this section is as follows:

Crushed Gravel	11,498	Cu. Yds.	@	$0.80	$9,198.40
Pit Run Gravel	17,472	" "	@	0.50	8,736.00
Gravel Haul	127,153	Yd. Mi.	@	0.10	12,715.30
Filler	4,300	Cu. Yds.	@	0.20	860.00
Filler Haul	6,400	Yd. Mi.	@	0.12	768.00
					$32,277.70
		Engineering, etc.			2,722.30
					$35,000.00.

Cost on Government Land	$23,000.00
" " Private "	12,000.00
	$35,000.00

The estimate on the pit run gravel may seem high but the only pits available would have to be shot in order to handle the materials.

This section was designated as choice No. 1. The ground is about like that of the Central Oregon Highway. It will probably be a little muddy in winter but, in my opinion, it should handle the traffic for some time to come. The surfacing has been figured for a depth of 5 inches loose measure.

My second and third choices were two sections in Lake County, the estimates of which are as follows:

Choice No. 2. Sta. 165 to Sta. 820.

Pit Run Gravel	7383 C.Y. @	$0.35	$2,584.05
Hauling Pit Run Gravel	24418 Yd.Mi.@	.10	2,441.80
Filler	1500 C.Y. @	.20	300.00
Filler Haul	4000 Yd.Mi.@	.12	480.00
			$5,805.85
	Engr. & Contingencies		$644.15
			$6,450.00

Private Land	$1250.00
Gov't. Land	5200.00
	$6450.00

The above section was figured on the basis of 3" loose measure, which was thought to be sufficient as there will never be any foundation trouble as the sub grade is made from boulders and sand. Only enough gravel is needed to smooth up the grade and provide materials that can be bladed by the maintenance crews.

Choice No. 3. Sta. 1500+00 to Sta. 1700+00.

The subgrade on this section has considerable rock in it and will stand up fairly well. The estimate for it is as follows:

Pit Run Gravel	3000 C. Y. @	$0.35	$1050.00
Hauling Pit run Gravel	9500 Yd.Mi. @	.10	950.00
Filler	300 C.Y. @	.20	60.00
Filler Haul	300 Yd.Mi. @	.12	36.00
			$2096.00
	Engineering		204.00
	All on Government Land---		$2300.00

The above figured on the basis of 4" loose measure. The surfacing on all three sections was figured 12 feet in width.

Before a contract is let I will have to do some additional prospecting on the Harney County Section as the extent of the pits I used could not be determined in the time I had for that work, which might change the estimate a little.

Yours very truly

K D Lytle

K. D. Lytle
Division Engineer

kdl/c
cc Mr. H. G. Smith

#1305

JPF 1a

August 11, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents,
Failing Building
Portland, Oregon

Gentlemen:

We have been informed that C. R. Johnson, to whom was awarded State Highway Contract No. 1305 for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, is indebted to Mr. J. D. House for labor and services rendered in maintaining a cook house on this job, in the sum of $628.33.

This information is given you as you appear as surety on the bond furnished by the above contractor.

Mr. J. D. House may be reached through his attorney, Mr. John B. McCourt, Corbett Building, Portland, Oregon.

Yours very truly,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Mr. C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

August 11, 1932

Mr. J. D. House
c/o John B. McCourt, Attorney
1013 Corbett Building
Portland, Oregon

Dear Sir:

In compliance with your request of August 10, and the affidavit inclosed therewith, I am forwarding certified copy of State Highway Contract No. 1305 which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The bond furnished by the Union Indemnity Company is a part of the contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

KERN CRANDALL

JOHN B. McCOURT

LAW OFFICES OF
CRANDALL & McCOURT
SUITE 1013 CORBETT BUILDING
PORTLAND, OREGON

August 10, 1932.

State Highway Commission
Salem, Oregon

Gentlemen:

Please send me, in care of my attorney, John B. McCourt, at the above address, a certified copy of the contract and bond on the construction job on which C. R. Johnson, Inc., was a contractor on the Yellowstone Cut-off section of the State Highway near Valley Falls, Oregon.

Attached hereto is affidavit, as provided for by Section 67-1101 of the Oregon Laws for 1930.

Yours very respectfully,

J D House

M H-V
Enc.

RECEIVED
AUG 11 1932
OREGON
STATE HIGHWAY COMMISSION

-AFFIDAVIT-

STATE OF OREGON)
)SS.
COUNTY OF MULTNOMAH)

I, J. D. HOUSE, being first duly sworn, depose and say: That I was employed by C. R. Johnson, Inc., to operate a cook house and feed the laborers and employes on the construction job on the Yellowstone Cut-off section of the State Highway near Valley Falls, Oregon. That I entered into the performance of those services and did maintain the cook house and fed the laborers until the job was finished in July, 1932. That I have not been paid in full for the labor and services which I rendered to C. R. Johnson, Inc., in maintaining said cook house and feeding said laborers on said construction job. That there is due and owing me for the said work, labor and services the sum of $628.33. That I have made demand upon said contractor for said sum, but it has failed and refused to pay the same. That I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson, Inc., from the Highway Commission.

This affidavit is made pursuant to the Oregon Law.

J. D. House

Subscribed and sworn to before me this 10th day of August, 1932.

George W. Friede
NOTARY PUBLIC FOR OREGON
MY COMMISSION EXPIRES: Jan. 5, 1936

#1305
Lake Co

August 10, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received information from the Klamath Machine & Locomotive Works, Inc. of Klamath Falls, Oregon, that C. R. Johnson is indebted to them in the sum of $931.49 for services rendered Mr. Johnson in connection with State Highway Contract No. 1305 awarded for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. Mr. C.R.Johnson

August 10, 1932

Klamath Machine & Locomotive Works, Inc.
Box 206
Klamath Falls, Oregon

Gentlemen:

Reply is made to your letter of August 9 concerning your claim against C. R. Johnson, presumably for services rendered Mr. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

It is noted your claim is in the sum of $831.49. We would suggest that you take the matter up with the surety on the bond furnished by Mr. Johnson. Such bond was written by the Union Indemnity Company for which Hansen & Rowland, Inc. Failing Building, Portland, Oregon are agents. I would suggest that you also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, mimeographed copy of which we inclose.

Mr. James L. Conley is attorney for the bonding company. It might be well for you to contact him with respect to this claim.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

INGER, PRESIDENT R. E. LEE STEINER, VICE-PRESIDENT A. C. GERLINGER, SECRETARY-TREASURER

KLAMATH MACHINE & LOCOMOTIVE WORKS, INC.

ENGINEERS, FOUNDERS AND MACHINISTS

RAILROAD - SAWMILL - LOGGING - CONTRACTORS EQUIPMENT
AND
MILL SUPPLY STORE

TELEPHONE 291 P. O. BOX 206 KLAMATH FALLS, OREGON

August 9, 1932.

Mr. Roy B. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

To date we have met with no success in obtaining a check from the C. R. Johnson Construction Company, on their highway contract north of Lakeview. The account has been running since April, and amounts to $831.49. Will you kindly advise by return mail what procedure you would suggest to bring about an early settlement of this account.

Very truly yours,

KLAMATH MACHINE AND LOCOMOTIVE WORKS

By-

FBS:S

ANSWERED
H. B. G.

#1305

August 8, 1932

Union Indemnity Company
Hansen & Rowland, Inc. of Oregon, Agent
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received notice from E. W. Court, Lakeview, Oregon, advising that he has a claim against C. R. Johnson in the sum of $250.00 for certain hauling work performed for Mr. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

cc C. R. Johnson

August 9, 1932

Mr. E. W. Court
Lakeview, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 8th inst., advising us of your claim in the sum of $250.00 against C. R. Johnson, being for certain hauling work done by you for Mr. Johnson in connection with the contract awarded to him for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

In connection with this project, Mr. Johnson was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond was written by the Union Indemnity Company for whom Hansen & Rowland, Inc. of Oregon, Failing Building, Portland, is the local agent. We would suggest that you take the matter up with this company and also file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280, Laws of 1931, a mimeographed copy of which is enclosed for your further information.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBC:HI

Encl.

Lakeview, Oregon
August 8, 1932

Mr. H. B. Hlaizer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

During the time Mr. C. R. Johnson was working on his road contract between Valley Falls and Alkali Lake, I did quite a bit of hauling for him, all of which has been paid for with the exception of two items totalling $230.00.

At the time Mr. Swartwood - who apparently was bookkeeper and sort of general manager on the job - left Lakeview, he assured me that these items would be taken care of, and that he had written the office with regard to them. However, as I did not hear anything further regarding the account, on July 30th I wrote Mr. Johnson at 414 Governor Building, Portland, requesting that he advise me whether or not it would be necessary for me to file a statement of any kind with his bondsmen, as by that time it was the understandng here that some of the accounts would have to be taken care of by them.

I have never had any reply from Mr. Johnson, and as a matter of protection to myself in this matter, I am enclosing herewith a statement of the account due me, and would appreciate your taking care of the matter for me in case further attention is necessary.

It is not my wish to casue anyone any trouble or inconvenience, but inview of the close margin on which it is necessary for trucks to operate during this season, I would certainly appreciate any cooperation you may be able to give me, and if more detailed statements are necessary I would be very glad to supply them.

Thanking you for your kindness, and awaiting your further advice, I am,

Yours very truly,
E. W. Court.

Enclosure

ANSWERED
H. B. G.

STATEMENT

Lakeview, Oregon, August 8th, 1932

Mr. C. R. Johnson (Roadcontractor, Valley Falls, Lake County.
c/o Oregon State Highway Commission, Salem, Ore

IN ACCOUNT WITH

E. W. COURT

Wood, Coal and Hauling

Phone 213 P. O. Box 791

June	10	Hauling caterpillar and grader, Klamath Falls to Valley Falls	80 00	
July	16-17	Hauling caterpillar, bullnoser, and other equipment, Valley Falls to Eugene	150 00	230 00

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of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in connection with this work.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

cc C. R. Johnson

#1205

August 9, 1932

Union Indemnity Company
Hansen & Rowland, Inc. of Oregon, Agent
Failing Building
Portland, Oregon

Dear Sir:

Attached hereto is a copy of a letter we have today received from R. S. Stadter, Attorney at Bend, advising us of the claim of W. W. Griffiths and Lee Hollenbeck against C. R. Johnson, same being in the sum of $1,160.63 for services rendered Mr. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in connection with this work.

Very truly yours

ORSGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

cc C. R. Johnson

August 9, 1932

Mr. E. O. Stadter
Attorney-at-Law
First National Bank Building
Bend, Oregon

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 5th inst., advising us of the claim of W. W. Griffiths and Lee Hollenbeck against C. R. Johnson, same being in the sum of $1,150.65, for services rendered Mr. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

In connection with the above mentioned contract, Mr. Johnson was required to furnish the State with a surety bond for the protection of labor and material claims and all just debts, dues and demands incurred against the project. This bond is offered for the protection of the claims of Mr. Griffiths and Mr. Hollenbeck, and we would suggest that you present this claim to the agent for the bonding company, Hansen & Rowland, Inc., Failing Building, Portland, agent for the Union Indemnity Company, and also file notice of the claim with the Secretary of State in accordance with the provisions of the statute.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

E. O. STADTER
Attorney-at-Law
FIRST NATIONAL BANK BUILDING
PHONE 28-W

RECEIVED
AUG 8 - 1932
OREGON
STATE HIGHWAY COMMISSION

BEND, OREGON August 5, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:

Re: C. R. Johnson contract.

C. R. Johnson had a contract with the State for construction of a road known as the Lakeview-Burns highway and employed W. W. Griffiths and Lee Hollenbeck to do a part of the work for which they have filed a lien to cover, a balance of $1150.63 as agreed upon.

It seems that these parties have been entitled to their money for a long time and Mr. Johnson promised to send it to them (the last time) on July 10th. They have directed me to file action to collect from the bond, but they need the money badly and I write your commission with a view of asking that you do what you can to cause Mr. Johnson to pay his debt. Can you not help us out.

Yours very truly,

E O Stadter

ANSWERED
S. G.

#1305

August 9, 1932

Union Indemnity Company
Hansen & Rowland Co. of Oregon, Agents
Failing Building
Portland, Oregon

Gentlemen:

This letter is to inform you that we have today received from the Bureau of Labor affidavits of the following men:

Bob Steele	$22.75	R. E. Turner	$14.00
A. Ostrom	7.00	Carl Benson	7.00
John Stenberg	24.50	Martin Petersen	7.00
Fred Johnson	3.50	R. Justo	15.37
Gus Olson	14.00	B. Hauser	16.18
A. Johnson	7.00	Magnus Pederson	7.00
E. Hegberg	25.18	Mike Dooney	101.35
George Anderson	19.25	A. Meyer	21.00
Pete Shelling	17.50	Howard House	38.07
Fred Nelson	20.11	Guy Hartzell	105.75
L. P. Larsen	14.00		

all of whom were employed by C. R. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. These men have claims against Mr. Johnson for services rendered, the amounts of which are stated opposite their names.

This information is given you as you appear as surety on the bond furnished by Mr. Johnson in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

cc C. R. Johnson

August 9, 1932

State Bureau of Labor
Room 101 Court House
Portland, Oregon

Attention Charles H. Elrey,
Deputy Commissioner of Labor

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 8th inst., enclosing affidavits of the following men:

Bob Steele
A. Ostrom
John Stenberg
Fred Johnson
Gus Olson
A. Johnson
E. Hegberg
George Anderson
Pete Shelling
Fred Nelson
L. P. Larsen

B. E. Turner
Carl Benson
R. Justo
B. Hauser
Magnus Pederson
Mike Dooney
A. Meyer
Howard House
Guy Hartzell
Martin Petersen

all of whom were employed by C. R. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

As requested in your letter, I am enclosing a certified copy of the contract and bond with respect to this work.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:HI

GRAM
COMMISSIONER OF LABOR

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

STATE OF OREGON
BUREAU OF LABOR
ROOM 101 COURT HOUSE

PORTLAND, OREGON

RECEIVED
AUG 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

August 8, 1932.

State Highway Commission,
Capitol Building,
Salem, Oregon.

Gentlemen:

Enclosed herewith please find affidavits of:

Bob. Steele
A. Ostrom
John Stenberg
Fred Johnson
Gus Olson
A. Johnson
E. Hegberg
George Anderson
Pete Shelling
Fred Nelson
L. P. Larsen
B. E. Turner

Carl Benson
Martin Petersen
R.Justo
B. Hauser
Magnus Pederson
Mike Dooney
A. Meyers
~~W. A. Gish~~
Howard House
Guy Hartzell

all of whom were employed on the construction of the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon, by C. R. Johnson.

Inasmuch as all of these claims have been assigned to the Bureau, I will appreciate receiving a certified copy of the contract and bond of C. R. Johnson covering this project.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

Enc.

ANSWERED

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Bob Steele, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of $22.75 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Bob Steele

Subscribed and sworn to before me this 5th day of August, 1932.

Charles H. Elroy
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, A Ostrom, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $5.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum. but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

A. Ostrom

Subscribed and sworn to before me this 5th day of August, 1932.

Charles H Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I , John Stenberg, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $ per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of $\$24^{50}$ for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

J. Stenberg

Subscribed and sworn to before me this 4th day of August, 1932.

Charles McElroy
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Fred Johnson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $ 3.50 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has failed and refused to pay same; that I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Fred Johnson

Subscribed and sworn to before me this 4th day of August, 1932.

Charles N. Elrey
Notary Public for Oregon

My commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Gus Olson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $14.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Gus Olson

Subscribed and sworn to before me this 4th day of August, 1932

Charles H Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, A. Johnson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of approximately $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

A. Johnson

Subscribed and sworn to before me this 5th day of August, 1932.

Charles H. Elsey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH

I, E. Hegberg, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $23.18 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

E. Hegberg

Subscribed and sworn to before me this 4th day of August, 1932.

Charles A. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, George Anderson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $19.25 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

George Anderson

Subscribed and sworn to before me this 4th day of August, 1932

Charles McElrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Pete Shelling, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $17.50 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

Pete Shelling

Subscribed and sworn to before me this 4th day of August, 1932.

Charles [illegible] Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Fred Nelson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $20.11 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

Fred Nelson

Subscribed and sworn to before me this 4th day of August, 1932.

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, L. P. Larsen, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $14.00 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

L P Larsen

Subscribed and sworn to before me this 4th day of August, 1932.

Charles H Elrey
Notary Public for Oregon.

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, B. E. Turner, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor amd services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately [illegible]00 for said work, labor and services; that I have made demand on said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

B E Turner

Subscribed and sworn to before me this 4th day of August, 1932.

Charle H Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Carl Benson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

Carl Benson

Subscribed and sworn to before me this 4th day of August, 1932.

Charles H Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Martin Peterson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work on behalf of the contractor on said work; and that there is due and owing me the sum of $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Martin Petersen

Subscribed and sworn to before me this 2nd day of August, 1932.

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, R. Justo, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the state highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $25.37 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

R Justo

Subscribed and sworn to before me this 4th day of August, 193

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, B. Hauser, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the state highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $16.18 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Laws.

B. Hauser

Subscribed and sworn to before me this 4th day of August, 1932

Charles H. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Magnus Pederson, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the state highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $7.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Magnus Pederson

Subscribed and sworn to before me this 4th day of August, 1932

Charles H. Gray
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Mike Dooney, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $5.00 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $101.35 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Mike Dooney

Subscribed and sworn to before me this 4th day of August, 1932

Charles McElroy
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, A. Meyer, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $3.50 a day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; that there is due and owing me the sum of approximately $21.00 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the State Highway Commission. This affidavit is made pursuant to the Oregon Law.

A Meyer

Subscribed and sworn to before me this 4th day of August, 1932

Charles N. Elrey
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Howard House, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $0.50 per hour as a truck driver and $5.00 per day as Pitman, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of approximately $39.87 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Howard House

Subscribed and sworn to before me this 8th day of August, 1932.

Charles McElroy
Notary Public for Oregon

My Commission expires 5/5/35

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, Guy Hartzell, being first duly sworn, depose and say that I was employed by C. R. Johnson as a laborer at the rate of $5.00 per day, and that I performed work, labor and services on behalf of said C. R. Johnson, on the Yellowstone Cutoff section of the State Highway near Valley Falls, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractor on said state work; and that there is due and owing me the sum of $103.75 for said work, labor and services; that I have made demand upon said contractor for said sum, but he has refused and failed to pay same; that I make this affidavit to secure a certified copy of the bond and contract for C. R. Johnson from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

Guy Hartzell

Subscribed and sworn to before me this 4th day of August, 1932

Charles H Elrey
Notary Public for Oregon

My Commission expires 5/5/35

[illegible] 1a

FORREST E. COOPER
ATTORNEY AT LAW
LAKEVIEW, OREGON

August 8, 1932

H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem
Oregon

Re: C. R. Johnson, Contract
No. 1305

Dear Sir:

Thanks for the recent copy of contract and bond covering the above contract.

I am this date sending 3 notices of lien claims to Hal Hoss, Secretary of State, as provided by chapter 280, Laws of 1931. The 1931 legislation does not appear to repeal section 49-701 Oregon Code 1930, relative to public contracts. That section gives the highway commission authority to hold back payments to the contractor where he has failed to pay obligation incurred for the purpose of prosecuting the work.

I am anxious to get as prompt a payment as I can for my client.

Yours very truly,

Forrest E. Cooper

FEC:IL

FORM 2-A-1 41M TM 5-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1305

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

J LB-1 a

August 4, 1932.

IN REPLY PLEASE REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Office.

Dear Sir:

The work to be done under C. R. Johnson's contract No. 1305 for grading the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway was completed July 22, 1932.

Acceptance of this project by the State Highway Commission, as of its date of completion, is hereby recommended.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

Dict. by D. G. DeSart/ER.

OK RHBaldock

approved by Commission 8/5/32
HBG

~~#1305~~
Lake Co
SLP-1a

August 3, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of August 1, enclosing copies of notice of claim, which was filed with you by Pure Iron Culvert & Mfg. Co., against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. It is noted that the claim is in the sum of $3,655.97.

We are forwarding copies of the notice to the contractor and his surety on the bond, as suggested by you.

Very truly yours,
STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 3, 1932

Union Indemnity Company,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We enclose copy of notice of claim that has been filed with the Secretary of State by Pure Iron Culvert & Mfg. Co., against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is for $3,655.97, and is for furnishing galvanized corrugated culvert pipe in connection with the above mentioned project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland

PURE IRON CULVERT & MANUFACTURING CO.

765-769 Gladstone Avenue
Telephone Sellwood 2275

Portland, Oregon

July 29, 1932

Mr. Hal E. Hoss, Secretary of State
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned Pure Iron Culvert and Manufacturing Company of Portland, Oregon has a claim against C. R. Johnson, Contractor, and Union Indemnity Company care Henson and Rowland, Incorporated, of Oregon, as surety on State of Oregon highway contract No. 1305, called the Valley Falls—Pike Ranch Section of Lakeview—Burns Highway in the sum of $3655.97.

Please consider this our formal claim against above bonding company for above amount for the furnishing of galvanized corrugated culvert pipe used in connection with above mentioned project.

Yours very truly,

PURE IRON CULVERT & MFG. CO.

E. W. GIBSON
Manager

EWG:HK
Encl - Copies of Invoice
Statment of Account

Endorsed: File No. 2068
Filed August 1, 1932
HAL E. HOSS,
Secretary of State.

of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
[illegible]

August 1, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received and filed as of this date, the notice of claim by Pure Iron Culvert & Mfg. Company for materials furnished in the sum of $3655.97 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1305.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

STATEMENT OF ACCOUNT WITH

RE IRON CULVERT & MFG. CO.

OFFICE AND FACTORY
763-769 GLADSTONE AVENUE
PORTLAND, OREGON
TELEPHONE SELLWOOD 2278

July 29, 1932

C. R. Johnson
Exchange Bldg.
Portland, Oreg.

8 PER CENT INTEREST CHARGED ON ALL PAST DUE ACCOUNTS. ACCOUNTS NOT PAID WHEN DUE ARE SUBJECT TO SIGHT DRAFT WITHOUT FURTHER NOTICE.

DATE		
7-14-31	Valley Falls-Pike Ranch Section	$965.49
7-20-31	do.	949.86
8-5-31	do.	988.02
9-23-31	do.	616.24
5-28-32	do.	96.26
7-2-32	do.	40.38
		$3655.97

THIS STATEMENT IS SENT IN ACCORDANCE WITH OUR REGULAR CUSTOM. IF FOUND CORRECT, PLEASE REMIT PROMPTLY THE AMOUNT DUE.

THIS STATEMENT IS NOT A DEMAND FOR SETTLEMENT OF ACCOUNTS NOT DUE. IF ANY ERROR IS DISCOVERED, PLEASE NOTIFY US PROMPTLY.

THE ENDORSEMENT OF YOUR CHECK IS A RECEIPT. NO OTHER RECEIPT WILL BE SENT UNLESS SPECIFICALLY REQUESTED.

Ifg. Co.

DATE July 14, 1931

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flumes
Pipe
Head Gates
Well Curbing
Page Highway Guard

Ranch Section, Pike Ranch

		QUANTITY	RATE	AMOUNT
		264'	1.08	$285.12
		2	1.08	2.16
		132'	2.99	394.68
		3	2.99	8.97
		90'	1.08	97.20
		2	1.08	2.16
695	1 " 24" " 14 " 44' " 26-18"	118'	1.46	172.28
61	1 only 24" diam. band	2	1.46	2.92
695	1 " 24" " "			
				$965.49

Valley Falls - Pike Ranch Section, Pike Ranch to Harney County Line, Oregon State Hwy. Comm. Bids opened 6-4-31. All culverts inspected by Oreg. State Hwy. Comm. before shipment.

Certified true copy of original invoice
PURE IRON CULVERT & MFG. CO.

By E H Gibson

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2170

DATE July 14, 1931

Our Order No. 2114

Your Order 7-7-31

Date Shipped 7-14-31

Routed Haselton Truck

F. O. B. Job

Terms Net cash 30 days

No cash discount

8% interest charged on all past due accounts

Sold to C. R. Johnson
Exchange Bldg.

Address Portland, Oregon

Shipped to Same

Address Valley Falls- Pike Ranch Section, Pike Ranch to Harney Co. Line

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
Sta. Nos.	Galvanized Corrugated Riveted Pipe Culvert, as follows: South End			
188-50	1 pc. 18" diam. 14 ga. 42' long 30'12'			
202	1 " 18" " 14 " 36' "			
213	1 " 18" " 14 " 36' "			
229	1 " 18" " 14 " 32' "			
244	1 " 18" " 14 " 36' "			
266	1 " 18" " 14 " 48' " 32'16'			
272	1 " 18" " 14 " 34' "	264'	1.08	$285.12
188-50	1 only 18" " connecting band			
266	1 " 18" " " "	2	1.08	2.16
306	1 pc. 36" diam. 12 ga. 132' long 2-32'2-34'	132'	2.99	394.68
306	2 only 36" " connecting bands	3	2.99	8.97
	NORTH END			
588	1 pc. 18" diam. 14 ga. 32' long			
628	1 " 18" " 14 " 46' " 30'16'			
644	1 " 18" " 14 " 12' "	90'	1.08	97.20
628	1 only 18" " connecting band			
644	1 " 18" " " "	2	1.08	2.16
617	1 pc. 24" diam. 14 ga. 38' long 26'12'			
684	1 " 24" " 14 " 36' "			
695	1 " 24" " 14 " 44' " 26'	118'	1.46	172.28
617	1 only 24" diam. band			
695	1 " 24" " "	2	1.46	2.92
				$965.49

Valley Falls - Pike Ranch Section, Pike Ranch to Harney County Line, Oregon State Hwy. Comm. Bids opened 6-4-31. All culverts inspected by Oreg. State Hwy. Comm. before shipment.

Certified true copy of original invoice
PURE IRON CULVERT & MFG. CO.

By

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2176

DATE July 20, 1931

Our Order No. 2114

Your Order 7-7-31

Date Shipped 7-20-31

Routed Haselton Truck

F. O. B. Job

Terms Net cash 30 days
No cash discount

8% interest charged on all past due accounts

Sold to C. R. Johnson
Exchange Building
Address Portland, Oregon

Shipped to Same
Address Valley Falls - Pike Ranch Section,
Pike Ranch to Harney County Line

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
Sta. No.	Galvanized Corrugated Riveted Pipe Culvert, as Follows:			
	NORTH END			
644	1 pc. 18" diam. 14 ga. 28' long			
655	1 " 18" " 14 " 46' " 30'16'			
655	1 only 18" " band			
665	1 pc. 18" " 14 ga. 34' long			
709	1 " 18" " 14 " 44' " 28'16'			
709	1 only 18" " Band			
722	1 pc. 18" " 14 ga. 40' long 28'12'			
722	1 only 18" " Band			
744	1 pc. 18" " 14 ga. 38' long 26'12'			
744	1 only 18" " Band			
760	1 pc. 18" " 14 ga. 40' long 28'12'			
760	1 only 18" " Band			
774	1 pc. 18" " 14 ga. 40' long 28'12'			
774	1 only 18" " Band			
795	1 pc. 18" " 14 ga. 36' long			
807	1 " 18" " 14 " 42' " 28'14'			
807	1 only 18" " Band			
820	1 pc. 18"" " 14 ga. 48' " 30'18'			
820	1 only 18" " Band			
834	1 pc. 18" " 14 ga. 32' long			
837	1 pc. 18" " 14 " 34' "			

Continued --

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2176
Our Order No. 2114
Your Order 7-7-31
Date Shipped 7-20-31
Routed Haselton Truck
F. O. B. Job
Terms Net cash 30 days
No cash discount
8% interest charged on all past due accounts

DATE July 20, 1931

Sold to C. M. Johnson
Address Portland, Oregon
Shipped to Same
Address Valley Falls, Oregon

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

	Cont. P. 2 DESCRIPTION	QUANTITY	RATE	AMOUNT
Sta. Nos.	Galv. corr. riveted pipe culvert, as follows:			
	North End (Continued)			
861 861 887 895	1 pc. 18" diam. 14 ga. 40' long 28'12' 1 only 18" " Band 1 pc. 18" " 14 ga. 34' long 1 " 18" " 14 " 34' "	610'	1.08	$658.80
	9 only 18" diam. bands	9	1.08	9.72
	South End			
409	1 pc. 36" diam. 12 ga. 92' long 2-30' 32'	92'	2.99	275.08
409	2 only 36" " Bands	2	2.99	5.98
				$949.58

Valley Falls - Pike Ranch Section, Pike Ranch to Harney County Line, Oregon State Highway Commission Bids opened 6-4-31.

All culverts inspected by Oregon State Highway Commission before shipment.

Certified true copy of original invoice
PURE IRON CULVERT & MFG. CO.

By
Manager

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.
763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2210

DATE Aug. 5, 1931

Our Order No. 2114

Your Order 7-8-31

Date Shipped 8-5-31

Routed Hasselton Truck

F. O. B. Job

Terms Net cash 30 days

No cash discount

8% interest charged on all past due accounts

Sold to C. R. Johnson
Exchange Building
Address Portland, Oregon

Shipped to Same

Address Valley Falls - Pike Ranch Section
Pike Ranch to Harney County Line

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

Sta. Nos.	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Galvanized Corrugated Riveted Pipe Culvert, as follows:			
	SOUTH END			
284-05	1 piece 18" diam. 14 ga. 50' long 32'18'			
284-05	1 only 18" " Band			
315-35	1 piece 18" " 14 ga. 30' long			
332-10	1 " 18" " 14 " 30' "			
300-45	1 " 18" " 14 " 42' "			
300-45	1 only 18" " Band			
348-55	1 piece 18" " 14 ga. 36' long			
361-05	1 " 18" " 14 " 40' "			
373	1 " 18" " 14 " 40' "			
377-70	1 " 18" " 14 " 38' "			
385-30	1 " 18" " 14 " 32' "			
396-70	1 " 18" " 14 " 32' "			
417	1 " 18" " 14 " 38' "			
422	1 " 18" " 14 " 38' "			
455	2 pcs. 18" " 14 " 28' "			
455	1 only 18" " Band472			
472	1 piece 18" " 14 ga. 36' "			
481	1 " 18" " 14 " 32' "			
486	1 " 18" " 14 " 34' "			
490	1 " 18" " 14 " 30' "			
497	1 " 18" " 14 " 40' "			
516	1 " 18" " 14 " 36' "			
531	1 " 18" " 14 " 32' "	778'	1.08	$840.24
539	1 " 18" " 14 " 36' "			
	3 only 18" diam. bands	3	1.08	3.24
	Continued			

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.
763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2210
Our Order No. 2114
Your Order 7-8-31
Date Shipped 8-5-31
Routed Hazelton Truck
F. O. B. Job
Terms Net cash 30 days
No cash discount
8% interest charged on all past due accounts

DATE Aug. 5, 1931

Sold to C. R. Johnson
Exchange Building
Address Portland, Oregon
Shipped to Same
Address Valley Falls - Pike Ranch Section

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
	Sheet No. Two			
Sta. Nos.	Galv. Corr. Riveted Pipe Culvert, as follows: South End			
445	1 pc. 24" diam. 14 ga. 22' long			
552	1 " 24" " 14 " 36' "			
565	1 " 24" " 14 " 28' "			
565	1 " 24" " 14 " 12' "--40' long	98'	1.46	$143.08
565	1 only 24" " Band	1	1.46	1.46
				$988.02

Valley Falls - Pike Ranch Section,
Pike Ranch to Harney Co. Line,
Oregon State Highway Commission
Bids opened 6-4-31.

Certified true copy of original invoice
PURE IRON CULVERT & MFG. CO.

By

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 2305

Our Order No. 2114

Your Order 7-8-31

Date Shipped 9-23-31

Routed Haselton Truck

F. O. B. Job

Terms Net cash 30 days

No cash discount

8% interest charged on all past due accounts

DATE Sept.23,1932

Sold to Mr. C. R. Johnson
Exchange Building
Address Portland, Oregon

Shipped to Same

Address Valley Falls - Pike Ranch Section
~~Pike Ranch to Harney County Line~~

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

	DESCRIPTION	QUANTITY	RATE	AMOUNT
Sta. Nos.	Galvanized Corrugated Riveted Pipe Culvert, as follows:			
	North End			
941	1 pc. 18" diam. 14 ga. 34' long			
976	1 " 18" " 14 " 32' "			
1002	1 " 18" " 14 " 30' "			
1017	1 " 18" " 16 " 30' "			
1027	1 " 18" " 14 " 30' "			
1052	1 " 18" " 14 " 44' " 28' 16'			
1085	1 " 18" " 14 " 34' "			
1113	1 " 18" " 14 " 34' "			
1122	1 " 18" " 14 " 34' "			
1141	1 " 18" " 14 " 30' "			
1163	1 " 18" " 14 " 36' "	368'	1.08	$397.44
	1 only 18" " Connecting Band	1	1.08	1.08
	North End			
786	1 pc. 24" diam. 14 ga. 36' long			
921	1 " 24" " 14 " 36' "			
1102	1 " 24" " 14 " 32' "	104'	1.46	151.84
	----------			
	1 pc. 18" diam. 14 ga. 28' long R2E			
	1 " 18" " 14 " 32' do.	60'	1.08	64.80
	1 only 18" " Band-8" wide	1	1.08	1.08
				$616.24

Valley Falls - Pike Ranch Section
Pike Ranch to Harney County Line
Oregon State Highway Commission
Bids opened 6-4-31.

Certified true copy of original invoice:
PURE IRON CULVERT & MFG. CO.

BY
MANAGER

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.

763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 282

DATE May 28, 1932

Our Order No. 284

Your Order 5-28-32

Date Shipped 5-28-32

Routed Bend-Portland Truck

F. O. B. Job

Terms Net cash 30 days

No cash discount

8% interest charged on all past due accounts

Sold to C. R. Johnson

Address Exchange Bldg.
Portland, Oregon

Shipped to Same

Address Paisley, Oregon

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

DESCRIPTION	QUANTITY	RATE	AMOUNT
Columbia Brand, Galvanized Corrugated Riveted Pipe Culvert, as follows:			
1 Pc. 24" diam. 14 ga. 22' long 22' 2 " 24" " 14 " 16' " 32'	54'	1.46	$78.84
3 Only 24" diam. connecting bands	3	1.46	4.38
2 " 18" do.	2	1.08	2.16
			$85.38
(These prices based on delivery to job in large truckload. We are charging difference in freight on delivery via Bend-Portland Truck Line and original shipment, which consisted of full truckload.)			
Additional Freight			10.88
			$96.26
Culverts inspected by Oregon State Highway Commission before shipment.			
Certified true copy of original invoice PURE IRON CULVERT & MFG. CO.			
By E N Gibson			

All claims for shortage must be made immediately on receipt of goods.

INVOICE

Pure Iron Culvert & Mfg. Co.
763-769 Gladstone Ave.
Portland, Oregon
TELEPHONE SELLWOOD 2275

Our Invoice No. 341
DATE July 2, 1932
Our Order No. 345
Your Order 7-1-32
Date Shipped 7-2-32
Routed Bend-Portland Truck
F. O. B. Job
Terms Net cash 30 days
No cash discount

8% interest charged on all past due accounts

Sold to C. R. Johnson
Address Exchange Building
Portland, Oregon

Shipped to Same
Address Valley Falls, Oregon

"ARMCO" Products
Corrugated Culverts
Siphons
Irrigation Flume
Pipe
Head Gates
Well Curbing
Page Highway Guard

DESCRIPTION	QUANTITY	RATE	AMOUNT
Columbia Brand, Galvanized Corrugated Riveted Pipe Culvert, as follows:			
1 Pc. 18" diam. 14 ga. 32' long R2E 2-16'	32'	1.08	$34.56
1 Only 18" " Connecting Band - 8" wide	1	1.08	1.08
			$35.64
Additional freight			4.74
			$40.38

(These ~~ix~~ prices based on delivery to job in large truckload. We are charging difference in freight on delivery via Bend-Portland Truck Line and original shipment, which consisted of full truckload.)

Culverts inspected by Oreg. State Highway Commission, before shipment.

Valley Falls-Pike Ranch Section, Pike Ranch to Harney County Line, Oregon State Highway Comm. Bids opened 6-4-31.

Certified True copy of original invoice
PURE IRON CULVERT & MFG. CO.

By E. W. Gibson

All claims for shortage must be made immediately on receipt of goods.

#1305

FLB-1a

August 3, 1932

Mrs. Laura Hotchkiss,
Valley Falls,
Oregon.

Dear Madam:

Receipt is acknowledged of your letter of the first instant, advising us of your claim against C. R. Johnson for boarding men in his employ in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, the claim amounting to $1561.50 for the month of June, and $888.50 for the month of July.

I regret very much that I am unable to give you any assistance in the collection of your claim, other than to refer you to the surety on the bond, which was furnished by Mr. Johnson for the protection of labor and material claims, and all other just debts, dues and demands incurred against the project. As stated in your letter, the bond was written by Union Indemnity Company, for whom Hansen & Rowland, Inc., are agents.

I would suggest that you file your claim with the bonding company, and also with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed. I would also recommend that you consult an attorney regarding this matter.

The attorney for the bonding company is James L. Conley; his address is Postal Building (formerly Failing Building,) Portland.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

MBG:AJ

August 3, 1932

Union Indemnity Co.,
Hansen & Rowland, Inc., Agents,
Postal Building,
Portland, Oregon.

Gentlemen:

We have received a letter from Mrs. Laura Hotchkiss of Valley Falls, regarding her claim against C. R. Johnson, highway contractor.

A copy is enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building
Portland

THE FIRST NATIONAL BANK
ESTABLISHED 1904
UNITED STATES DEPOSITARY
LAKEVIEW, OREGON

Valley Falls Oreg.
Aug 1-1932.

Oregon State Highway Com.
Salem Oreg.

Dear Sirs: I boarded C. R. Johnsons men on the Valley Falls-Pike Ranch-section of the Lakeview-Burns highway + have not received my money for June or July + June Board amounting to $\$1561.\frac{50}{100}$ - July Board $\$888.\frac{30}{100}$ Can you help me collect this if it isnt paid soon?

C. R. Johnsons address is 414 Governor Bldg Portland and he is bonded by Union Indemnity Co. for which Hansen + Rowland Inc are agents.

Let me know what to do soon as I am needing this money right away. Their work is finished + the men are all gone since July 25-

Very Truly Yours.
Mrs Laura Hotchkiss
Valley Falls, Oregon

ACKNOWLEDGED
R. B. [illegible]

1932

#1305
Liens

#LP 1a

August 3, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of August 2, in which you enclose copies of a statement that was mailed to you by Lake County Hardware Company of Lakeview.

It is noted that the account, amounting to $189.44, is against C. R. Johnson for materials furnished in connection with State Highway Contract No. 1305, — grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today informing the surety on the contractor's bond that this account has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

August 5, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc., Agents,
Postal Building,
Portland, Oregon.

Gentlemen:

We are enclosing a copy of statement filed by Lake County Hardware Company with the Secretary of State against C. R. Johnson.

The claim, amounting to $180.44, is for materials furnished in connection with State Highway Contract No. 1305, which was awarded to Mr. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Bldg.
Portland

. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

August 2, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

For your information and files, we are enclosing three copies of a statement received from the Lake County Hardware Company for materials furnished C. R. Johnson in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

EL:HM

Associated Store
Lakin & Company
Prineville, Oregon

Redmond Hardware Co.
Redmond, Oregon

Midstate Hardware Co.
Bend, Oregon

Burns Hardware Co.
Burns, Oregon

M C. R. Johnson.
414 Governor Building.
Portland, Oregon.
Yellowstone Cut-off. In account with

LAKE COUNTY HARDWARE CO.
General Hardware and Implements
Lakeview, Oregon

The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month. 10 per cent interest will be charged on past due accounts.

Date	Items		Charge	Credit	Balance
1932	Balance per statement				
Jan. 14	½" twist packing.		.10		
16	1 six feet folding rule.	.55			
	1 7/8" cold chisel	1.40			
	1 ball pein hammer.	1.25			
	1 50 ft. tape	.75			
	3 friction tape	.30			
	2 blk ells.	.20			
	2 ¼" nipples.	.10			
	2 alemite cups	.22			
	2 ½" bushings	.20	4.97		
19	1 Coleman Lantern	8.50			5.07
	1 Coleman funnel	.75			
	6 Coleman Mantles.	.60			
	3 electric light globes	.60			
	1 Coleman generator	.35	10.80		
21	1 Zig zag rule 6 ft.		.55		15.87
23	1 grinding compount.	.35			16.42
	1 blow torch	5.40	5.75		
25	1 Padlock		1.65		22.17
26	2 12" Mill files	1.00			23.82
	2 12" round files	1.20			
	1 100 ft. Mason cord	.25			
	6 ½" X 2½" Mach. bolts	.44			
	6 ½" X 3" Mach. bolts	.44			
	1 Gasoline funnel	1.60	4.93		
28	3 75 W. Light Globes	1.05			28.75
	1 8# sledge hammer	1.70			
	2 sledge handles	1.40	4.15		
Feb. 1	Balance per statement				32.90
2	2-boxes dynamite caps	5.00			32.90
	2-rolls fuse	2.50	7.50		
	3 rolls friction tape	.90			40.40
	1-doz. Coleman Mantles	.90			
	1-Galv. Pail	.45			
	100 ft. Sash cord.	1.15			
	6 ft. 3/8" Copper tube	.84			
	40 ft. 3/4" rope	2.30			
	1 Axe handle	.80	7.34		
4	6 ¼" nipples (close)	.60			47.74
	6 ¼" X 2" nipples	.60			
	6 ¼ ells.	.60			
	4 ¼" X 1/8" Bushings	.40			
	5# 20d. nails	.30	2.50		
8	3 #6 dry batteries	1.50			50.24
	6 Flash light cells	.60			
	1 Flash light.	1.75	3.85		54.09
12	6 rolls dynamite fuse		7.50		61.59
13	50# 8d. nails	3.00			
	15# 10d. nails	.90			
	15# 16d. nails	.90			
	3 6# hasps	.75			
	4 pair 8" hvy. st. hinges	2.20			
	1 4½" hasp.	.20	7.95		
15	4 Alemite leathers	.05			69.54
	1 Alemite Spri	.05			

	3 ½" Ells.	.30		
	4 ½" X 3" nipples	.40		
	2 ½" couplings	.20		
	1 ½" X 8" nipple)			
	1 ½" X 12" nipple)	.22		
	1 Flash light	2.10	3.22	72.76
Feb. 15	Balance per statement			72.76
17	1 dos Coleman mantles	.90		
	1 dos. 3/8" Getter keys.	.30	1.20	73.96
20	10# 8d nails	.60		
	10# 10d. nails	.60		
	10# 16d. nails	.60		
	4 rolls dynamite fuse.	5.00		
	2 boxes dynamite Caps.	5.00		
	6 stove bolts.	.05	11.85	85.81
22	1 Coleman Lantern	8.50		
	6 mantles	.60		
	1 padlock	.75		
	3 #2 oil lamps	3.75	bot out.	
	3 #2 chimneys	1.20		
	3 wash basins	.90		
	2 Galv. pails	.70		
	6 E. L. Globes	1.20	17.60	103.41
24	1 D8 hand saw.	3.50		
	1 1gal. Spout can.	.55		
	1# A. C. Solder	.90		
	1 3/4" lock bibb.	1.25	6.20	109.61
25	1 axe	1.75		
	1 Mason line	.25		
	1 1" Cold chisel	1.10	3.10	112.71
25	2½" X 11 Machine bolt.	.32		
	4 5/8" X 2" ' ' ''	.44		
	4 5/8" X 2½" ''	.44	1.20	113.91
26	1 Hand Axe	1.50		
	1 pr. mantles.	.20	1.70	115.61
29	6 5/8" X 3½" M. Bolts	.72		
	6 5/8" lock washers	.10		
	5# 8d. nails	.30		
	5# 10d. nails	.30		
	2# 3d. blued nails.	.18		
	6 100w. light globes	2.10	3.10	119.31
Mar. 1	Balance per statement			119.31
2	1 - lamp chimney	.25		
	1-14" Stilson Wrench	1.40	165	120.96
5	6 - Flash light cells	.60	.60	121.56
7	10 ft. 3/8" rubber hose.	.70		
	4 - pipe reducers	.40		
	1 - Galv. tee	10	1.20	122.76
14	24 - ¼ " X 2½" Mach bolts		.43	123.19
18	1 Coleman Generator.		.35	123.54
21	6 - 100W. E. L. Globes	2.10	2.10	125.64
30	1 - 5 gal. Top spout can.	1.25		
	150# Blacksmith coal.	3.00		
	1 - Galv. pail	.35		
	1 - #7 horse shoe nails	.35	4.95	1.0.59
31	100# Blacksmith coal	2.00		
	6 - flash light batteries	.60		
	1 - lantern Globe	.25	2.85	133.44
April 1	Balance per statement			133.44
4	4 E. L. Globes		1.40	134.84
8	10 rolls blasting fuse		1[illegible].50	147.34
15	6 high speed H. S. Blades	1.88		
	1 8" file	.30		
	2 long shovel handles	1.50		
	150# Blacksmith coal	3.00	6.68	154.02
16	1 dos. 3/8" lock washers		.05	154.07
16	4 - 5/8" X 16" Mach. bolts	1.00		
	12- 5/8" X 4" '' ''	1.62		
	16- 5/8" lock washers	.25		
	1 - hammer handles	.30		
	1 - hammer handles	.25		
	5 boxes blasting caps.	12.50	15.92	169.99

Date	Items		Charge	Credit	Balance
1932					
21	6 ft. wire screen	.90			
	1 10" cresent wrench	1.10			
	1 6" " "	.75			
	1 oiler	.20			
	4 75W. E. L. Globes	1.40			
	2 doz. Cotter keys	.10	4.45		174.44
21	5 boxes blasting Caps		12.50		186.94
23	1 #2 Rayo lamp chimney		.30		187.24
29	1 3/4# rivets	.43			
	12 ½" X 3" Mach. bolts	.77	1.20		188.44
30	1 10" Simonds file	.40			
	1 8" " "	.30			
	5 Hacksaw blades	.30	1.00		189.44

Endorsed: File No. 2066
Filed July 23, 1932
HAL E. ROSS,
Secretary of State.

#1305

J 28-1 a

August 2, 1932

Mr. K. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

Herewith copy of a letter from C. R. Johnson which is self explanatory.

Kindly advise us of your recommendation.

For your information we wish to advise that the original completion date of the contract was May 31, 1932. He was granted an extension of time to July 15, 1932 with engineering costs after May 31, 1932.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

J. McF.

#1305

JPP-1a

August 2, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

It has come to our attention that C. R. Johnson is indebted to Consolidated Stage Company of Lakeview in a sum in excess of $900.00 for merchandise, and rent on motor vehicles. This claim is against State Highway Contract No. 1305, awarded to Mr. Johnson, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland

August 2, 1932

Mr. Forrest E. Cooper,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

Your letter of July 30, enclosing affidavit of F. Zim Baldwin, President of the Consolidated State Company, has been received.

As requested, we are enclosing a certified copy of State Highway Contract No. 1305, which was awarded by the State Highway Commission to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The bond furnished by Union Indemnity Company is a part of the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FORREST E. COOPER
ATTORNEY AT LAW
LAKEVIEW, OREGON

July 30, 1932

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Salem
Oregon

Re: Consolidated Stage Co. v.
C. R. Johnson Constr. Co.
Valley Falls-Pike Ranch
contract, Lakeview-Burns
Highway, Lake County

Dear Mr. Glaisyer:

I have inclosed the affidavit of the president of the ConsolidatedStage Company for the purpose of obtaining a copy of the C. R. Johnson contract and also a copy of his bond. We have tried every other way to collect this debt but have not been successful so will have to proceed to file suit.

Yours very truly,

FEC:IL

Forrest E. Cooper

State of Oregon)
County of Lake) :SS

I, F. Zim Baldwin, being first duly sworn do say:

That I am the president and manager of the Consolidated Stage Company, a corporation, with its principal place of business in Lakeview, Lake County, Oregon, and engaged in the operation of the Lakeview Garage.

That between February 1, and July 30, 1932, said Consolidated Stage Company sold and delivered merchandise and rented motor vehicles to the C. R. Johnson Construction Company, Portland, Oregon, holder of a contract from the Oregon State Highway Commission for the grading of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway.

That said C. R. Johnson Construction Company is on this date indebted to said Consolidated Stage Company in a sum in excess of $900.00 by virtue of the above transactions which said debtor has neglected and has refused to pay.

That I make this affidavit for the purpose of obtaining a certified copy of the contract existing between the Oregon State Highway Commission and said C. R. Johnson Construction Company and a certified copy of the bond posted with the Oregon State Highway Commission covering said public contract so that I can proceed in the manner provided by law to press the claim of said Consolidated State Company against said debtor and his sureties.

F. Zim Baldwin

Subscribed and sworn to before me this 30th day of July, 1932

J. E. Cooper
Notary Public for Oregon

My commission expires
September 19, 1932.

Form 30—1248—2M—10-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 30, 1932

Job name Valley Falls-Pike's Ranch section of

Highway Lakeview-Burns 1a

County Lake *Job prefix* 19-TB

Week from July 24th *to* July 30th

Mail address Lakeview, Oregon.

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Engineering party employed all week on office work in connection with final estimates. Will probably require about 25 days more.

RECEIVED
AUG 2 - 1932

NOTED
H. G. SMITH

(See back of this sheet for instructions and detailed information)

Signed B.J. Crowley

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....

2. .... *Percentage* ....

3. .... *Percentage* ....

4. .... *Percentage* ....

#1331
Lake + Harney Co.

1LP-1a

July 28, 1932

Mr. Knute Lien,
659 Andover Place,
Portland, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of July 25, enclosing check for $20.75 in full settlement of the claim of Mr. Tom Schock against J. J. Fuller, subcontractor on State Highway Contract No. 1331, which was awarded to you for the surfacing of the Valley Falls-Okerman Ranch Sectionof the Lakeview-Burns Highway in Lake and Harney Counties.

We are today forwarding your remittance to Mr. Schock, together with a copy of your letter.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc U. S. Fidelity & Guaranty Co.,
C. O. Price, Manager,
Porter Building, Portland.

July 28, 1932

Mr. Thos. Schock,
Burns,
Oregon.

Dear Sir:

We are enclosing check No. 2977, in the sum of $20.75, which was sent by Mr. Knute Lien in full settlement of your claim against J. J. Fuller. Our records show that your bill was for $52.00 for work performed in connection with State Highway Contract No. 1351, which was awarded to Knute Lien for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

A copy of Mr. Lien's communication is also enclosed for your information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

EJ

cc Knute Lien
cc U. S. Fidelity & Guaranty Co.,
C. O. Price Manager,
Porter Building

RECEIVED
JUL 1932
OREGON

Portland Ore,
July,25,1932

Ore.State Highway Commission
Salem Ore.

Gentlemen;

re; labor claim Tom Schock
vs. J.J.Fuller

I have taken some pains to ascertain some of the facts in this case,and I find that Thos.Schock was hired to drive team at the rate of $ 2.50 per day. There is several witnesses to this fact,this is also the rate of pay that all teamsters received.
In addition to this the car expenses turned in to Fuller at the time Schock quit is also considerable less then now claimed.
The time is also more then actually worked.

There is no credit allowed in your statement for check #2801 in the amount of $20.15 mailed to Mr. Schock a few days after he quit.
This claim was also filed with the Bureau of Labor the amount then was $41.35
Rather thento wrangle about a few Dollars I will offer the following settlement on a basis of the claim filed with you.

Total amount of claim		$ 52.80
Ca.2801	$ 20.15	
Difference inrate of pay 17 da. @ .70	11.90	32.05
		$ 20.75

Mr. Fuller is unwilling to pay this amount however I am taking it upon myself to do so and my check is enclosed for $ 20.75

Yours very truly,

Knute Lien

#1305

38P-1a

July 27, 1932

Lake County Pine Lumber Co.,
Lakeview,
Oregon.

Gentlemen:

We have received today copy of your letter, dated July 25, addressed to Hanson & Rowland, Inc., agents for the Union Indemnity Company, with reference to your claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County--State Highway Contract No. 1305.

If you do not secure a satisfactory settlement of your bill within a reasonably short time, we would suggest that you file your notice of claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

LAKE COUNTY PINE LUMBER CO.
MANUFACTURERS OF
CALIFORNIA PONDEROSA PINE LUMBER
LAKEVIEW, OREGON

[redacted] 1932

All agreements, quotations, and contracts are contingent upon accidents, strikes, fires, delays of carriers, car shortage and other delays beyond our control. All quotations are subject to prior sale of stocks, change or withdrawal at any time without notice. All quotations and shipments are based on association rules, grades and standards.

Hansen and Rowland. Inc. Agents
Union Indemnity Co.
Failing Building,
Portland, Oregon.

Gentlemen:

We have thus far failed to receive a settlement from the C. R. Johnson Contract Co., for lumber furnished them in connection with their State Highway Contract No. 1305, for the construction of the Valley Falls, Pike Ranch Section of the Lakeview-Burns Highway. Furthermore, we understand that there are no funds available for the settlement of this account, out of returns under the contract.

Therefore, we are enclosing herewith our statement, of the account with the C. R. Johnson Contrct Co., amounting to the sum of $ 141.25, which amount represents the lumber furnished this contractor, during the period, Nov. 6th. 1931 to Feb. 24th. 1932.

We are placing this in your hands as our claim against the bond furnished the State of Oregon by the C. R. Johnson Contract Co., and written by the Union Indemnity Co., for whom you are the agents. We are placing this claim, in accordance with Chapter, 280 Oregon Laws for 1931, and also in accordance therewith are mailing a copy of same to the State Highway Commission.

We are looking to you as agents for the Union Indemnity Co., for payment of this claim, and would greatly appreciate the remittance to cover, at the earliest possible date, for the account is long past due.

Yours very truly,

LAKE COUNTY PINE LUMBER CO.

BY R. E. Harland

REH:

CC to: Secretary H. G. Glaisyer
Oregon State Highway Commission,
Salem, Oregon.

LAKE COUNTY PINE LUMBER CO.

MANUFACTURERS OF

CALIFORNIA WHITE PINE LUMBER

LAKEVIEW OREGON

June 30th. 1932

SOLD TO: Union Indemnity Company.
C/O Hansen and Rowland, Inc. Agents.
Failing Building,
Portland, Oregon.

SHIP TO:

TERMS:

INVOICE NO.

ORDER NO.

CAR NO.

ROUTE.

YOUR NO.

All agreements, quotations, and contracts are contingent upon accidents, strikes, fires, delays of carriers, car shortage and other delays beyond our control. All quotations are subject to prior sale of stocks, correction, change or withdrawal at any time without notice. All quotations and shipments are based on association rules, grades and standard.

STATEMENT:

Lumber furnished, C. R. Johnson Contract Co., Valley Falls, Oregon, as follows: during the course of Highway Construction.

Nov. 6th. 1931	By John Palmer.	403'	Lumber.	$ 6.45
Dec. 4th. 1931		552'	"	8.83
" 10th. 1931		910'	"	14.56
Feb. 15th. 1932		6,810'	"	108.96
" 24th. 1932		153'	"	2.45

Total of account of the C. R. Johnson Contract Co. $ 141.25

Attached to and made a part of our letter this date, being a claim against bond written by the Union Indemnity Co., covering C. R. Johnson Contract, on State Highway Contract No. 1305.

FOB: Rate:

SUBJECT % Commission Adj.

By

AJ

Secretary

#1505

Lake

J LP-1-a

July 27, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of July 26, enclosing certified copies of notice of claim filed by W. W. Griffiths and Lee Hollenbeck, in the sum of $1150.65 against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Copies of the notice of claim are being forwarded to Mr. Johnson and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 27, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of notice of claim that was filed with the Secretary of State by W. W. Griffiths and Lee Hollenbeck against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $1150.63 and is for work and labor performed and materials furnished in connection with the above mentioned project.

This information is furnished you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

July 26, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from E. O. Stadter, Attorney, Bend, Oregon, and filed as of this date, a notice of claim by W. W. Griffiths and Lee Hollenbeck for labor and materials furnished in the sum of $1150.63 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are enclosing a certified copy of this notice for your information and files together with two additionl copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
JUL 27 1932
STATE HIGHWAY COMMISSION
OREGON

United States of America

STATE OF OREGON

To the State of Oregon, and

To Hal. E. Hoss, Secretary of State, Salem, Oregon:

NOTICE is hereby given that the undersigned, W. W. Griffiths and Lee Hollenbeck have a claim for work and labor performed and materials furnished C. R. Johnson and F. L. Brown, on and between August 20, 1931 and April 10, 1932, in connection with the construction of the Valley Falls-Pike Ranch Section of the Lakeview - Burns Highway, sometimes known as the "Yellow-stone Cut Off". Said work being done between Stations 1040 and 1166, and consists of the following:

18,395.8 yards of Common Excavation at 12 cents per yd.......	$2207.50
1,547.2 yards solid rock excavation at 70 ¢ per yd...............	1083.04
1,657 yards overhaul at 1¢ per yard..............................	16.57
Clearing...............	50.00
Total....................	$3357.11
Credit by supplies and cash and interest charges................	2206.48
Balance still due and owing..	$1150.63

And the said claimants hereby claims a lien against the said C. R. Johnson and F. L. Brown, and also against the bond taken from said C.R. Johnson, to-wit: Union Indemnity Company.

Dated at Bend, Oregon, this 25th day of July, 1932.

W. W. GRIFFITHS

LEE HOLLENBECK
1051 Federal St., Bend, Oregon

Endorsed: File No. 2067
Filed July 26, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by W. W. Griffiths and Lee Hollenbeck for labor and materials furnished in the sum of $1150.63 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, with the original notice filed in the office of the Secretary of State on July 26, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 26th day of July, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

[illegible]-1a

July 26, 1922

Union Indemnity Co.,
% Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon

Gentlemen:

We hand you herewith the following copies of notice of claim which have been filed with the Secretary of State against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County;

Claim of Cascade Powder Company for explosives furnished, amount $1201.95; and

Claim of J. C. Young for firewood, amount $20.00.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.,
Portland, Oregon

July 26, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

Receipt is acknowledged of your letter of July 25, enclosing copies of notice of claim filed by Cascade Powder Company against C. R. Johnson for explosives furnished him in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today sending copies of the notice to Mr. Johnson and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 23, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, the notice of claim by Cascade Power Company for materials furnished in the sum of $1201.95 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway contract No. 1305.

We are enclosing a copy of this claim for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

C. A. Dunn, President Phone 952 J. M. Baker, Secretary

CASCADE POWDER COMPANY
P. O. Box 127, Klamath Falls, Oregon
Giant
Explosives

7/2232

Sold to The State of Oregon Your Order No.________

Address Salem, Oregon Our Order No.________

Terms: - 30 days-2%-10

Notice hereby is given that the undersigned Cascade Powder Company has a claim for explosives in the sum of Twelve Hundred One Dollars and Ninety Five Cents ($1201.95) against the bond taken from C. R. Johnson and The Union Indemnity Company for the work of State Highway Contract No. 1505, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

CASCADE POWDER COMPANY

By C. A. DUNN
President

Endorsed: File No. 2065
Filed July 23, 1932
HAL E. HOSS,
Secretary of State.

#1305

P-1a

July 26, 1932

Union Indemnity Co.,
% Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon

Gentlemen:

We hand you herewith the following copies of notice of claim which have been filed with the Secretary of State against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

Claim of Cascade Powder Company for explosives furnished, amount $1201.05; and

Claim of J. C. Young for firewood, amount $20.00.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.,
Portland, Oregon

July 26, 1932

Hal R. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 23, enclosing copies of notice of claim filed by J. C. Young against C. R. Johnson for materials furnished in connection with State Highway Contract No. 1505 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today sending copies of the notice to Mr. Johnson and his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIDGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 23, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by J. C. Young for materials furnished in the sum of $20.00 against the bond taken from C. R. Johnson Construction Company, principal, for work on the Lakeview-Burns Highway.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

To Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Notice is hereby given that the undersigned, J. C. Young, has a claim for three and one-third (3 1/3) cords of 16-inch fire-wood, at $6.00 a cord amounting to the sum of $20.00 against the bond taken from C. R. Johnson Construction Company, whose address is 414 Exchange Building, Portland Oregon, and who have been constructing a section of the Lakeview-Burns Highway (also known as the Yellowstone Cut-Off-, concerning which said bond was taken.

Dated at Lakeview, Oregon, this 22 day of July, 1932.

J. C. YOUNG

Endorsed: File No. 2064
Filed July 25, 1932
HAL E. HOSS,
Secretary of State.

#1305
Lake Co

July 26, 1932

FLP-1a

Mr. C. C. Gibbs,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 25th concerning the C. R. Johnson contract No. 1305 - Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This contract consists of 18.64 miles of grading. The bond furnished by Mr. Johnson was written by the Union Indemnity Company for whom Hansen & Rowland, Inc., who have offices in the Failing Building, Portland, are resident agents.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

O. C. GIBBS, LAWYER
337-339 HERYFORD BUILDING
LAKEVIEW, OREGON

July 22, 1932.

Hon. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Mr. Hoss:

A client has furnished materials and supplies to C. R. Johnson, Contractor, 414 Exchange Bldg., Portland, Oregon, in connection with his construction of that section of the Lakeview Burns Highway between Valley Falls, Oregon, and "The Pike Ranch" and desires to file a claim under the provisions of Sec. 67-1101, Oregon Code, 1930, as Amended by Laws of 1931, p.498.

In this connection will you please furnish me with the exact name of the principal and surety as they appear upon the bond given the State for the carrying out of this work?

Thanking you for your courtesy, I am,

Very truly yours,

O C Gibbs

P. S. Also, please give me the address of the Surety Company in order that I may take the matter up with them.

Respectfully referred to State Highway Commission,

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
[illegible]
E. HOSS

Form 39—E-18703—2M—10-30

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 23d, 1932

Job name Valley Falls-Pike's Ranch section of

Highway Lakeview-Burns

County Lake *Job prefix* 19-B

Week from July 17th *to* July 23d

Mail address Lakeview, Oregon.

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Finishing work was continued thru the week until Friday when job was completed and contractor began moving his equipment away. About 60 men were employed during this interval.

K. D. Lytle, Division Engineer, visited the work and made inspection and revised and checked classification of materials from Sta. 867 to Sta. 1166, end of this project.

Engineering party engaged in remeasuring borrow pits, and office work.

On Saturday July 23d party moved into Lakeview and occupied quarters in the county court house.

RECEIVED
JUL 26 1932

(See back of this sheet for instructions and detailed information.)

Signed B. J. Crowley

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 18.64

Miles completed all

Miles completed except finishing all

Total cubic yards in project about 144000.

Cubic yards moved to date all

Miles covered by contractor's forces all

Miles cross-sectioned "

Miles cross-sections completed and checked

Miles to be remeasured none

Number men in Engineering Party 4

Contractor's average force for week 60 *men,*

1 cat & blade~~xxx~~ *teams,* 4 trucks *steam shovels*

Grading work ~~*will*~~ WAS *be completed* ~~*about*~~ July 23d.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1331

1LP-1a

July 22, 1932

Lakeview Meat Co.,
Lakeview,
Oregon.

Gentlemen:

Receipt is acknowledged of your letter of July 18 regarding your bills against John Palmer and Knute Lien.

In connection with all state highway contracts the contractor is required to furnish a surety bond in favor of the state for the protection of any and all legitimate claims that may be incurred against the job.

Knute Lien furnished such a bond at the time he was awarded State Highway Contract No. 1331, which is for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. It is in the sum of $16,850.00 and was written by United States Fidelity & Guaranty Company. Its resident agent is Mr. C. O. Price, Porter Building, Portland.

We would suggest that you communicate with the representative of the bonding company concerning your claim with the view of securing a satisfactory settlement. If none is made within a reasonable length of time, it would be advisable for you to file your notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws of 1931, a copy of which is attached for your further information.

With regard to your bill against John Palmer. The State Highway Commission has no contract with him. However, it is possible that he is a subcontractor under Mr. Lien, or perhaps Mr. C. R. Johnson, to whom the State Highway Commission awarded Contract No. 1305. The Commission holds the original contractor responsible for the satisfactory completion of the job and we, therefore, keep no records of subcontractors.

If you will ascertain whether Mr. Palmer has a subcontract with Mr. G. R. Johnson, or Mr. Knute Lien, and for which job the meqt was furnished, we will be pleased to give you the necessary data for filing your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 22, 1932

U. S. Fidelity & Guaranty Co.,
% C. O. Price, Manager,
Porter Building,
Portland, Oregon.

Gentlemen:

We have been notified that Lakeview Meat Company has a claim against Knute Lien, to whom the State Highway Commission awarded the contract for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties. The amount is $41.66 and is for meat.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc Knute Lien
650 Andover Place,
Portland

STATEMENT

Lakeview Meat Co.
LAKEVIEW, OREGON

CHOICE MEATS
HAMS, BACON, LARD, SAUSAGES

TELEPHONE 301

LAKEVIEW, OREGON, 7/18/ 32 1930

Knute Lein
659 Andover Place Portland Ore

4/19/32		9	72
27		16	64
5/6/32		8	20
13		7	10
		41	66

Meat Furnished on Yellow Stone Cut Off Graveling Contract. No part of Which has been paid.

Lakeview Meat Co

A. F. ALLEN

A. F. ALLEN

ay

counts, which we

atements.

have had no re_

Off

Off

Very Truly,

Lakeview Meat Co.

RECEIVED
JUL 21 193

STATEMENT A. F. ALLEN

Lakeview Meat Co.

LAKEVIEW, OREGON

CHOICE MEATS

HAMS, BACON, LARD, SAUSAGES

TELEPHONE 801

LAKEVIEW, OREGON, 7/18/32 ~~1930~~

John Palmer
1524 Glisan St
Portland

11/7/31	Bal on a/c	13.35

Meat Furnish on Yellow Stone Cut off Contract to John Palmer as Contractor. This amount is still unpaid and owing us.

Lakeview Meat Co

A. F. ALLEN

y

counts, which we

atements.

have had no re_

Off

Off

Very Truly,

Lakeview Meat Co.

RECEIVED JUL 21 1932

A. F. ALLEN

Lakeview Meat Company
CHOICE FRESH AND CURED MEATS
P. O. BOX [illegible]

LAKEVIEW, OREGON

July 18th, 1932

State Highway Commission
Salem, Oregon

Gentlemen:

We are enclosing herewith two accounts, which we Wish to file against the parties named on statements. We have mailed stements to both parties and have had no response from either party.

John Palmer, Contractor on Yellow Stone Cut Off
Knute Lein, Contractor on Yellow Stone Cut Off

Yours Very Truly,

Lakeview Meat Co.

RECEIVED
JUL 21 1932
OREGON

FORM 5-A-1 [illegible] [illegible] 7-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

SALEM

JLP-1a

July 21, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

C. R. Johnson't contract #1305, Valley Falls-Pike's Ranch expired July 15th.

If the contractor has not completed his work please have him secure extension of time accompanied by the consent of his surety.

Please advise as to whether he has finished and whether the extension is to be made.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

By

H. G. Smith,
Construction Engineer.

CC to

R. H. Baldock

HGS/H

NOTED
State Highway Engineer

#1305
Lake Co
1 LB-1a

July 19, 1932

Union Indemnity Co.,
% Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith certified copy of amended notice of claim that has been filed by West Coast Powder Co., against C. R. Johnson in connection with State Highway Contract No. 1305 - grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is now $598.07, which includes $200 attorney's fees, and is for powder and blasting supplies furnished to Mr. Johnson.

This notice is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.,
Portland

July 19, 1932

Mr. Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of July 18, enclosing copies of notice of claim that was filed by West Coast Powder Company against C. R. Johnson for powder supplies furnished to him in connection with State Highway Contract No. 1305 - grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. We note that this claim has been amended to include $200.00 attorney's fees, making a total of $598.67.

Copies of the notice are being sent to the contractor and also to the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

HAL E. HOSS
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 18, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received and filed as of this date, the amended notice of claim by West Coast Powder Company for materials furnished in the sum of $598.07 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway in Lake County.

We are enclosing a copy of this amended notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss
Secretary of State.

HM
enc.

RECEIVED
JUL 19 1932

COPY

WEST COAST POWDER COMPANY
Manufacturers
Wesco
Explosives

Everett, Washington

July 15th, 1932

Secretary of State
State of Oregon
Salem, Oregon.

Dear Sir:

To the Oregon State Highway Commission:
On May 31st, 1932 we filed in your office a claim for $398.07 against the Bond taken from C. R. Johnson and the Union Indemnity Company for work on the Lakeview – Burns Highway. We now wish to amend that claim to include $ 200.00 as attorney fees and costs in case court action is necessary to collect said claim. Therefore notice is hereby given that the undersigned West Coast Powder Company has a claim for Powder and Blasting Supplies in the sum of $ 598.07 against the Bond taken from C. R. Johnson and the Union Indemnity Company as surety for the work of clearing and grading on the Lakeview-Burns Highway in Lake County in Central Oregon.

Yours very truly,

WEST COAST POWDER CO.

LB:RS

By LOREN R. BAKER

Subscribed and sworn to before me this 16th day of July 1932.

L. E. DOUGLAS
Notary Public in and for the
State of Washington, residing at
Everett.

(SEAL)

Endorsed: File No. 2062
Filed July 18, 1932
HAL E. HOSS,
Secretary of State.

111-1

Ford Motor Company

FACTORY AND GENERAL OFFICES
DEARBORN, MICH.

PORTLAND, ORE.

July 18, 1932

Oregon State Highway Commission
Salem
Ore

Gentlemen:

Will you kindly forward us twenty (20) copies of your latest issue of road map of Oregon?

Yours truly,
FORD MOTOR COMPANY
GAMorgan
Traffic Department

GAM:GR

RECEIVED
JUL 19 1932
OREGON
STATE HIGHWAY COMMISSION

---

with the local representatives of the bonding company. If you are not successful in securing a settlement, we would further suggest that you file a notice of claim with the Secretary of State in accordance with Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

[illegible]:AJ

#1305
Lake co

& LP-1a

July 15, 1932

Lake County Hardware Co.,
Lakeview,
Oregon.

Gentlemen:

Receipt is acknowledged of your letter of July 13, in which you enclose an itemized statement of C. R. Johnson's account, amounting to $189.44, for materials furnished in connection with the Yellowstone Cut-off job. This statement is being placed on record.

Contractors, who are successful in obtaining contracts for highway construction work, are required to furnish the State with a surety bond for the protection of any and all claims or debts which may be incurred against the project.

Mr. Johnson furnished such a bond in connection with the above mentioned job, which is officially designated as State Highway Contract No. 1305, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The bond is in the sum of $50,000 and was written by Union Indemnity Company for which Hansen & Rowland, Inc., are agents with offices in the Failing Building, Portland.

We suggest that you take up the matter of your claim with the local representatives of the bonding company. If you are not successful in securing a settlement, we would further suggest that you file a notice of claim with the Secretary of State in accordance with Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is enclosed for your further information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary.

HSG:AJ

July 15, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

We have received notice from Lake County Hardware Company of Lakeview that it has a claim, in the sum of $189.44, against C. R. Johnson for materials furnished in connection with State Highway Contract No. 1506, which is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

ASSOCIATED STORES:

LAKIN & COMPANY
PRINEVILLE, ORE.

REDMOND HARDWARE CO.
REDMOND, ORE.

MIDSTATE HARDWARE CO.
BEND, OREGON

BURNS HARDWARE CO.
BURNS, OREGON

LAKE COUNTY HARDWARE CO.

HARDWARE, MILL SUPPLIES, IMPLEMENTS,
PAINTS AND OILS, ROOFING, RADIOS AND
PLUMBING SUPPLIES-SPORTING GOODS

LAKEVIEW, OREGON

July 13, 1932.

Mr. H. B. Glaysier.
Sec. State Highway Commission.
Salem, Oregon.

Dear Sir.

Enclosed is an itemized statement of Mr. C. R. Johnson's account. These meterials were used on the Yellowstone Cut-off construction.

We have made several attempts to collect this account from Mr. Johnson, without success, We are, now, asking you to file it with the State Highway Commission, for collection.

Thanking you, kindly, we are

Respectfully,

Lake County Hardware Co.
by. F.L. Brosius

ASSOCIATED STORES

LAKIN & COMPANY
PRINEVILLE, OREGON

REDMOND HARDWARE CO.
REDMOND, OREGON

MIDSTATE HARDWARE CO.
BEND, OREGON

BURNS HARDWARE CO.
BURNS, OREGON

M C. R. Johnson.
414 Governor Building
Portland, Oregon.
Yellowstone Cut-Off

IN ACCOUNT WITH

Lake County Hardware Co.

General Hardware and Implements

Lakeview, Oregon

The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month.
10 per cent interest will be charged on past due accounts.

#1395

1932.

DATE	ITEMS		CHARGE	CREDIT	BALANCE
	Balance per statement				
Jan. 14	½" Twist Packing		10		
16	1 - 6 ft. Rule	.55			
	1 - 7/8" Cold chisel.	1.40			
	1 - Ball pein Hammer.	1.25			
	1 - 50 ft. Tape.	.75			
	3 - rolss Friction tape.	.30			
	2 - Black, pipe ells.	.20			
	2 - ¼" Nipples.	.10			
	2 - Alemite Cups.	.22			
	2 - ¼" Bushings.	.20	4.97		5.07
19	1 - Coleman Lantern	8.50			
	1 * Coleman Funnel	.75			
	6 * Coleman Mantles.	.60			
	3 - Electric Light Globes	.60			
	1 - Coleman Generator.	.35	10.80		15.87
21	1 - 6 ft. Zig Zag Rule	.55	.55		16.42
23	1 - 2 oz. Grinding Compound.	.35			
	1 - Blow tourch.	5.40	5.75		22.17
25	1 - Padlock		1.65		23.82
26	2 - 12" files.	1.00			
	2 - 12" Round files.	1.20			
	100 ft. Mason line	.25			
	6 - ½" X 2½" Mach. Bolts.	.44			
	6 - ½" X 3" " "	44			
	1 - Galv Gasoline funnel.	1.60.	4.93		28.75
28	3 - 75 W. Electric light globes.		1.05		29.80
	1 - 8# hammer.		1.70		31.50
	2 - Handles. (sledge hammer)		1.40		32.90

Carried forward.

ASSOCIATED STORES

LAKIN & COMPANY
PRINEVILLE, OREGON

REDMOND HARDWARE CO.
REDMOND, OREGON

MIDSTATE HARDWARE CO.
BEND, OREGON

BURNS HARDWARE CO.
BURNS, OREGON

M C. R. Johnson.
Governor Building.
Portland, Oregon.
Yellow Stone Cut-off.

IN ACCOUNT WITH

Lake County Hardware Co.

General Hardware and Implements

Lakeview, Oregon

The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month.
10 per cent interest will be charged on past due accounts.

1932.

DATE	ITEMS		CHARGE	CREDIT	BALANCE
Feb. 1.	**Balance per statement**				32.90
1.	2 boxes #6 Dynamite Caps	5.00			
	2 Rolls. fuse.	2.50	7.50		40.40
	3 rolls Friction tape	.90			
	1 doz. Coleman Mantles	.90			
	1 Galv. Pail	.45			
	100 ft. Sash cord.	1.15			
	6 ft. 3/8" copper tube	.84			
	40 ft. ¾" rope	2.30			
	1 D.B. Axe handle	.80	7.34		47.74
4.	6 ¼" close nipples	.60			
	6 ¼" X 2" nipples	.60			
	6 ¼" Ells.	.60			
	4 ¼" X 1/8" Bushings.	.40			
	5# 20d. nails	.30	2.50		50.24
8	3 #6 dry cell Batteries	1.50			
	6 Flash light Batteries	.60			
	1 Flash light.	1.75	3.85		54.09
12.	6 Rolls fuse.		7.50		61.59
13.	50# 8d. nails	3.00			
	15# 10d. nails	.90			
	15# 16d. nails	.90			
	3 6" Hasps.	.75			
	1 4½" hasp.	.20			
	4 pair. 8" hvy. str. hinge	2.20	7.95		69.54
15.	4 Alemite leathers	.05			
	1 Aelmite Spring.	.05			
	3 ¼" Ells.	.30			
	4 ¼" X 3" nipples	.40			
	2 ¼" Couplings.	.20			
	1 8" nipple, 1 12" nipple	.22			
	1 Flash light	2.00	3.22		72.76
17.	1 doz. Coleman mantles	.90			
	1 doz. 3/8" cotter pins	.30	1.20		73.96
20.	10# 8d. nails	.60			
	10# 10d. nails, 10# 16d Nails	.60 .60			
	4 rolls fuse	5.00			
	2 boxes Caps.	5.00			
	6 stove bolts	.05	11.85		85.81
22.	1 Coleman lantern.	8.50			
	6 " mantles	.60			
	1 padlock	.75			
	3 #2 oil lamps.	3.75	bot out.		
	3 #2 lamp Chimney	1.20			
	3 Wash basins.	.90			
	2 Galv. pails.	.70			
	6 60w. light globes	1.20	17.60		103.41
	Carried forward.				

ASSOCIATED STORES

LAKIN & COMPANY
PRINEVILLE, OREGON

REDMOND HARDWARE CO.
REDMOND, OREGON

MIDSTATE HARDWARE CO.
BEND, OREGON

BURNS HARDWARE CO.
BURNS, OREGON

M Mr. C. R. Johnson.
41[illegible] Governor Building.
Portland, Oregon.

Yellowstone Cut-off.

IN ACCOUNT WITH

Lake County Hardware Co.

General Hardware and Implements

Lakeview, Oregon

The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month.
10 per cent interest will be charged on past due accounts.

1932. DATE	ITEMS		CHARGE	CREDIT	BALANCE
Feb. 24	**Balance per statement**				103.41
24	1 D 8 hand saw	3.50			
	1 1 gal. spout can.	.55	4.05		107.46
24	1 a. c. solder	.90			
	1 ¾" lock lever bibb.	1 .25	2.15		109.61
25	1 Axe.	1.75			
	1 mason line	.25			
	1 Cold chisel	1.10	3.10		112.71
25	2½" X 11" mach bolts.	.32			
	4 5/8" X 2" "	.44			
	4 5/8" X 2½" "	.44	1,20		113.91
26	1 hand axe.	1.50			
	2 Coleman mantles	.20	1.70		115.61
29	6 5/8" X 3" Mach. bolts	.72			
	6 5/8" Lock washers.	.10			
	5# 8d. nails	.30			
	2# 3d. blued nails	.18			
	6 100w. light globes.	2.10	3.70		119.31
	5# 10d. nails	.30			
	Carried forward.				

#1365

ASSOCIATED STORES

LAKIN & COMPANY
PRINEVILLE, OREGON

REDMOND HARDWARE CO.
REDMOND, OREGON

MIDSTATE HARDWARE CO.
BEND, OREGON

BURNS HARDWARE CO.
BURNS, OREGON

M[illegible] [illegible]. Johnson.
414 Governor Building.
Portland, Oregon.
Yellow Stone Cutt-off.

IN ACCOUNT WITH

Lake County Hardware Co.

General Hardware and Implements

Lakeview, Oregon

1932. The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month.
10 per cent interest will be charged on past due accounts.

DATE	ITEMS		CHARGE	CREDIT	BALANCE
March 1.	**Balance per statement**				119.31
2.	1 Lamp chimneys	.25			
	1 14" Stilson Wrench.	1.40	1.65		120.96
5.	6 Flash light Batteries.		.60		121.56
7.	10 feet 3/8" rubber hose	.70			
	4 pipe reducers.	.40			
	1 Galv. Tee.	.10	1.20		122.76
14.	24 1/4" X 2 1/2" Carriage bolts.		.43		123.19
18.	1 Coleman Generator.		.35		123.54
21.	6 100w. Light Globes		2.10		125.64
30.	1 5 gal. spout can.	1.25			
	150# B.S. Coal.	3.00			
	1 Galv. Pail	.35			
	1# Horse shoe nails.	.35	4.95		130.59
31.	100# B.S. Coal.	2.00			
	6 Flash light Batteries	.60			
	1 Lantern Globe	.25	2.85		133.44

Carried forward.

#1365

ASSOCIATED STORES
LAKIN & COMPANY
PRINEVILLE, OREGON
REDMOND HARDWARE CO.
REDMOND, OREGON
MIDSTATE HARDWARE CO.
BEND, OREGON
BURNS HARDWARE CO.
BURNS, OREGON

M C. T. Johnson.
Governor Building.
Portland, Oregon.
Yellowstone Cut-off IN ACCOUNT WITH

Lake County Hardware Co.

General Hardware and Implements

Lakeview, Oregon

The merchandise represented by this statement is charged at cash prices, and is due on the first day of each month.
10 per cent interest will be charged on past due accounts.

1932.

DATE	ITEMS		CHARGE	CREDIT	BALANCE
April 1.	**Balance per statement**				133.44
4	4 75w. Light globes	1.40	1.40		134.84
8	10 rolls blasting fuse.		12.50		147.34
15	6 highspeed Hack saw blades	1.88			
	1 8" file	.30			
	2 long shovel handles.	1.50			
	150# B.S. Coal.	3.00	6.68		154.02
16	1 doz 3/8" lock washers		.05		154.07
16	4 5/8" X 16" Mach. Bolts	1.00			
	12 5/8" X 4" " "	1.62			
	16 5/8" Lock washers.	.25			
	1 Hammer handle	.30			
	1 hammer handle	.25			
	500 dynamite caps.	12.50	15.92		169.99
21.	6 ft. Wire screen.	.90			
	1 10" Cresent wrench.	1.10			
	1 6" " "	.75			
	1 Oiler.	.20			
	4 75w. Light globes	1.40			
	2 doz. Cotter keys	.10	4.45		174.44
21.	500 blasting caps.		12.50		186.94
23.	1 #2 Rayo chimney		.30		187.24
29	1¾# rivets.	.43			
	12 ½" X 3" Mach. Bolts.	.77	1.20		188.44
30.	1 10" simond's file	.40			
	1 8" " '	.30			
	3 common Hack saw blades	.30	1.00		189.44

#1305
Lake Co.
SEP-1a

July 14, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We are enclosing copy of notice of claim that has been filed with the Secretary of State by Associated Oil Company against C. R. Johnson in connection with State Highway Contract No. 1305, grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given to you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
Exchange Bldg.,
Portland, Oregon

July 14, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of July 13, enclosing notice of claim that has been filed by Associated Oil Company against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Said claim is in the sum of $214.76.

We are today forwarding copy of the notice to the surety on the bond, and also to the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JUL 14 1932
OREGON
STATE HIGHWAY COMMISSION

July 13, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from E. A. Boyrie, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Associated Oil Company for materials furnished in the sum of $214.76 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are enclosing a copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

TO: STATE OF OREGON and
STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON,

NOTICE is hereby given that the undersigned, ASSOCIATED OIL COMPANY, has a claim for materials, consisting of oil, in the sum of Two Hundred Fourteen and 76/100ths ($214.76) Dollars, against the bond taken from C. R. Johnson as principal and Union Indemnity Company as surety for the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

Dated this 5th day of July, 1932

ASSOCIATED OIL COMPANY,

By W. V. WOODIN

Nor. Div. Credit Mgr.

Endorsed: File No. 2059
Filed July 13, 1932
HAL E. HOSS,
Secretary of State.

#1305
Lake Co
J.P.-1a

July 13, 1932

Mr. William B. Layton,
400 Pittock Block,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of July 8, together with affidavit of W. V. Woodin, Manager of Associated Oil Company, and copy of notice of claim of Associated Oil Company.

We note that the claim of the oil company against C. R. Johnson is for $214.76, and is for materials furnished the contractor in connection with State Highway Contract No. 1305.

As requested, we are enclosing a certified copy of the contract that was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The bond is a part of the contract and is shown on page 100.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 13, 1932

Union Indemnity Company,
Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

This is to inform you that Associated Oil Company has filed a notice of claim against C. R. Johnson in connection with State Highway Contract No. 1305, grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is $214.76 and is for oil furnished to the contractor.

We are giving you this notice as you appear as surety on the bond of Mr. Johnson.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Exchange Bldg.
Portland

TO: STATE OF OREGON and
STATE HIGHWAY COMMISSION OF
THE STATE OF OREGON,

NOTICE is hereby given that the undersigned, ASSOCIATED OIL COMPANY, has a claim for materials, consisting of oil, in the sum of Two Hundred Fourteen and 76/100ths ($214.76) Dollars, against the bond taken from C. R. Johnson as principal and Union Indemnity Company as surety for the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon.

Dated this 5th day of July, 1932

ASSOCIATED OIL COMPANY,

By W L Woodin
Nor. Div. Credit Mgr.

AFFIDAVIT.

STATE OF OREGON,)
) SS.
County of Multnomah)

I, W. V. Woodin, being first duly sworn, depose and say that I am Credit Manager of Associated Oil Company; that said company has supplied materials for the prosecution of the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, Oregon; that payment for same has not been made and there is now due and owing therefor the sum of Two Hundred Fourteen and 76/100ths ($214.76) Dollars.

W. V. Woodin

Subscribed and sworn to before me this 12th day of July, 1932.

Edward A. Byrne
Notary Public for Oregon.

My commission expires May 21st, 1934.

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

RECEIVED
JUL 13 1932
OREGON
STATE HIGHWAY COMMISSION

July 5th, 1932

Oregon State Highway Commission,
Salem, Oregon

Gentlemen:

I enclose herewith notice of Associated Oil Company that it has a claim against the bond executed by C. R. Johnson as principal and Union Indemnity Company as surety for the work of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County; also affidavit for obtaining copy of contract and bond in accordance with the provisions of Section 27-101.

Would you be so kind as to forward this copy of contract and bond to me so that we may be in a position to take action as contemplated by this section.

Very truly yours,

E a Boyrie

Encs.

EAB:EN

#1305

3LP-1a

July 11, 1932

Mr. C. R. Johnson,
414 Exchange Building,
Portland, Oregon.

Dear Sir:

On July 8 we notified you that Griffiths & Hollenbeck has filed their claim, in the sum of $1,428.32, for labor performed and materials furnished in connection with state highway contract No. 1305, which is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information was given you through inadvertence as no notice of claim was filed; however, the paper that was forwarded to this office by the Secretary of State was an affidavit of Griffiths & Hollenbeck, which set out that $1,428.32 was due them and that the affidavit was made for the purpose of securing a certified copy of state highway contract No. 1305.

We are now informed that the balance due is $1,150.63, which you agreed to pay on the 10th of this month.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc E. O. Stadter,
Attorney at Law
Bend, Oregon

July 11, 1932

Mr. E. O. Stadter,
Attorney at Law,
Bend, Oregon.

Dear Sir:

We are in receipt of your letter of July 9 relative to the bill of Griffiths & Hollenbeck in connection with State Highway Contract No. 1505, and thank you for calling the error to our attention.

In accordance with your request we have written Mr. G. R. Johnson and enclose a copy thereof for your information.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

E. O. STADTER
Attorney-at-Law
FIRST NATIONAL BANK BUILDING
PHONE 28-W

BEND, OREGON July 9, 1932.

RECEIVED
JUL 11 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem, Oregon.

Gentlemen:

I am advised by C. R. Johnson of Portland that you informed him to the effect that Griffiths & Hollenbeck had filed a lien claim against his bond for the road construction in eastern Oregon, and in the amount of $1428.32.

If you will refer to the document which we filed you will readily see that it is merely an affidavit through which we requested the contract and name of Bonding Company as furnished with the C. R. Johnson, original contractor, and that no lien claim has yet been filed, and we would appreciate it if you will so advise Mr. Johnson, as these boys saw him recently had have arranged to settle this claim direct with him-- he paid them some and there is an agreed balance, only, of $1150.63 now to be paid, and which Mr. Johnson has promised to take care of on the 10th of this month, and you can conside this letter as a complete release, if you deem a lien filed, as if the balance due is no paid we will file claim later on, but I think everything will be settled without difficulty, or without the necessity of filing any lien claim.

Please therefore advise Mr. Johnson. Messrs.Griffiths & Hollenheck concur in this letter.

Yours very truly,

E O Stadter

The above and foregoing is correct and we desire that you inform C. R. Johnson that no lien claim has been filed. Our balance is now found to be $1150.63.

Griffiths & Hollenheck.
By W. W. Griffiths

#1305

#1305

Fed & Cr.

JLP-1a

July 6, 1932

Mr. E. O. Stadter
Attorney at Law
First National Bank Bldg.
Bend, Oregon

Dear Sir:

Your letter of July 1 addressed to Hal E. Hoss, Secretary of State, wherein you ask that copy of the bond and contract awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305, be furnished you, has been referred to this office for attention.

Also, affidavit of W. W. Griffiths and Lee H. Hollenbeck setting forth their claim for labor performed and materials furnished in connection with the above contract, which claim is in the total amount of $1,428.32, has been received in this office. It is suggested that you take the matter of your claim up with the agent for the bonding company as the successful bidder is required to furnish the State with a surety bond for the protection of claims against the project.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jn

July 6, 1932

Union Indemnity Company
Hanson & Rowland, Inc. of Oregon, Agents
Failing Building
Portland, Oregon

Gentlemen

We have today been notified that W. W. Griffiths and Lee H. Hollenbeck have filed claim for labor performed and materials furnished in connection with State Highway Contract No. 1305 awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, which claim is in the total amount of $1,428.32.

This information is being furnished you inasmuch as you appear as surety on the bond furnished by Mr. C. R. Johnson which accompanied the contract.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG
jn
c.c. Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon

HAL E. Hoss
Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

July 5, 1932

RECEIVED
JUL 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
Salem, Oregon.

Gentlemen:

We are enclosing herewith, for your attention, a letter from E. O. Stadter, Atty., Burns, Oregon, together with affidavit by Griffith and Hollenbeck, requesting certified copy of contract and bond furnished by the Johnson Contract Company and/or F. L. Brown, in connection with work on the Burns-Lakeview Highway.

Yours very truly,

Hal E. Hoss
Secretary of State.

EL

E. O. STADTER
Attorney-at-Law
FIRST NATIONAL BANK BUILDING
PHONE 28-W

BEND, OREGON July 1, 1932.

Hon. Hal E. Hoss,

Secretary of State,

Salem, Oregon.

Dear Sir:

I enclose herewith affidavit of Griffith and Hollenbeck and would ask that the copy of bond etc. be forwarded to me, that I may prepare to file action for these contractors.

Your usual prompt attention will be greatly appreciated.

Yours very truly,

E O Stadter

RECEIVED
JUL 6 - 1932
OREGON
STATE HIGHWAY COMMISSION

SECRETARY OF STATE
RECEIVED
JUL 5 - 1932
HAL E. HOSS

Respectfully referred to State Highway Commission

STATE DEPARTMENT

STATE OF OREGON, }
County of Deschutes } SS.

I, W. W. Griffiths, and I, Lee Hollenbeck, each for himself being first duly sworn depose and say: That heretofore and on and between August 20, 1931 and April 10, 1932 I performed labor and furnished materials for Johnson Contract Company and F. L. Brown under a written contract with the said F. L. Brown consented to and acquiesced in by the said Johnson Contract Company and that the said work was rendered and perfored, and the said materials furnished in the construction of the Valley Falls-Pike Ranch Section of the Yellowstone Cut-off sometimes known as the Burns-Lakeview highway.

I, we and each of us further depose and say that we have not been paid for our said labor and materials furnished. That the said work, labor and materials amounts to $3357.11, on account of which the sum of $1928.79 has been paid, and that there now remains due and owing to us the sum of $1428.32 which is long past due. and we make this affidavit for the purpose of laying this claim before the proper officers of the State of Oregon, and in accordance with section 671101, Oregon Code, as amended, and request that a certified copy of the contract held by the Johnson Contract Company, and/or, F. L. Brown, and the bond furnished by them, or either thereof be furnished to us that suit may be brough in the name of the State of Oregon for our use and benefit.

W. W. Griffiths

Lee Hollenbeck

Subscribed and sworn to before me this 1st day of July, 1932,

Notary Public for Oregon

My Commission Expires November 29, 1935

#1305
Lake Co

7-L P[illegible]

July 11, 1932

Mr. J. Raymond Morris,
Valley Falls,
Oregon.

Dear Sir:

Your letter of July 5, addressed to the Secretary of State, has been forwarded to this office for reply.

We note that C. R. Johnson owes you some money for labor performed in connection with the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, which contract (known as State Highway Contract No. 1305) was awarded to Mr. Johnson.

All contractors, to whom highway contracts are awarded, are required to furnish a surety bond for the protection of any and all claims that may be incurred against the project. In this particular instance, Mr. Johnson gave a bond in the sum of $50,000. The bond was written by Union Indemnity Company for which Hansen & Rowland, Inc., are agents; their offices are in the Failing Building, Portland.

It might be well for you to inform the representatives of the bonding company relative to your unpaid bill and, in the event that no settlement is made, that you file notice of claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931. A mimeographed copy of this law is enclosed for your further information. No filing charge is made for filing claims.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

July 11, 1932

Union Indemnity Co.,
Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

We have been notified by J. Raymond Morris of Valley Falls that C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, owes him some monies for work done last November. We do not know the amount of the bill.

This information is given you as you appear as surety on the bond of the contractor in connection with State Highway Contract No. 1305.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
Exchange Bldg.
Portland

#1305

1LP-1a

l.

Valley Falls Ore
July 5-19[illegible]2

Secretary of State
Salem Ore

Highway Dept

Dear Sir

On some work I done on the Yellow Stone Cut-Off - contracted by C. R. Johnson - during the month of Nov - I have not received all my money

I owe a horse hire bill to W^m Hotchkiss - Valley Falls - Oregon of fifty-six dollars $56.00 These folks are anxious for their money Could you help me anyway

Sincerely
J. Raymond Morris
Valley Falls
Ore.

Respectfully referred to Mr. R. H. Baldock, Chairman,
State Highway Commission,

Hal E. Hoss, Secretary of State. 7/8/32

RECEIVED
JUL 9 - 1932
OREGON
STATE HIGHWAY COMMISSION

SECRETARY OF STATE
RECEIVED
JUL 8 - 1932
HAL E. HOSS

#1305

SLP-1a

l.

July 9, 1932

West Coast Powder Company,
Everett, Washington.

Gentlemen:

Receipt is acknowledged of your letter of July 7, wherein you state that you are amending your claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. We are noting on our records that your total claim is $598.07.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

P. S. The estimated date of completion of the contract is July 30, 1932.

H. B. G.

July 9, 1932

Union Indemnity Co.,
℅ Hansen & Rowland, Inc., of Oregon,
Failing Building,
Portland, Oregon.

Gentlemen:

On May 26 we informed you that West Coast Powder Company of Everett, Washington, had filed its claim, in the sum of $398.07, against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Today we received a letter from the above mentioned company in which they state that they are amending their claim to include $200.00 attorney's fees. This makes the total claim $598.07.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

WEST COAST POWDER COMPANY
MANUFACTURERS
WESCO
EXPLOSIVES

EVERETT, WASHINGTON

July 7th, 1932

RECEIVED
JUL 8 1932

Oregon State Highway Commission

Salem, Oregon

Gentlemen:

We have filed with your office on May 26th, 1932 a claim of $ 398.07 against C. R. Johnson and the Union Indemnity on the contract of the grading of Valley Falls - Pike Ranch section of the Lakeview-Burns highway in Lake County. In making our claim out, the form sent us by your office makes no mention of lawyer's fees and costs in case action is necessary in the Courts to collect our claim. We are therefore amending our claim to include $ 398.07 for materials and $ 200.00 for attorney's fees and costs in case action is necessary in the Courts to collect same.

Kindly give us the actual or approximate date of completion of Mr. Johnson's contract.

Yours very truly,

WEST COAST POWDER CO.

By Loren R. Baker

LB:RS

#1305
Lake co

1FP-1a

July 7, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We have today been notified by Hal E. Hoss, Secretary of State, that Miller Machine Works of Lakeview, Oregon has filed their bill for labor and materials furnished C. R. Johnson in the sum of $98.42 in connection with State Highway Contract No. 1305 awarded him for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

We are informing you of this matter, inclosing copy of this bill, inasmuch as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

inclosure
HBG:jn
c.c. Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon
(inclosure to Johnson)

July 7, 1932

Hal E. Hoss, Secretary of State
Capitol Building

Dear Sir:

This acknowledges receipt of your letter of July 6, inclosing copy of bill for labor and materials furnished in the sum of $98.42 against C. R. Johnson, Contractor, furnished in connection with State Highway contract No. 1305 awarded Mr. Johnson for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, which bill has been filed in your office in accordance with the provisions of Chapter 280, General Laws of Oregon for 1931, by Miller Machine Works of Lakeview, Oregon

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG
jn

Hal E. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JUL 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

July 6, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B.Glaisyer, Secretary

This is to advise that we received and filed as of this date, a bill for labor and materials furnished in the sum of $98.42 against the bond taken from C. R. Johnson for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are enclosing a copy of this bill for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety. We are also enclosing a copy of the letter of transmittal from Mr. A. F. Miller.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

MILLER MACHINE WORKS
LAKEVIEW, OREGON
July 3rd, 1932

RECEIVED
JUL [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

Secretary of State.

Dear Sir:

Mailing a bill for labor and material performed and delivered to C. R. Johnson Construction Co. at the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Secretary of the State Highway Commission request to mail a copy of my bill to the Secretary of State, as no reply was forthcoming from C. R. Johnsons local bonding Co. namely Hansen and Rowland Inc. Failing Bldg. Portland, Ore. kindly file claim in accordance with the provisions of Chapter 280, Oregon Laws for 1931.

Yours truly
A. F. Miller.
MILLER MACHINE WKS.
LAKEVIEW, ORE.

COPY

April 1932

M C. R. JOHNSON CONSTRUCTION CO.

TO. MILLER MACHINE WKS. DR.
LAKEVIEW, ORE.

Terms,

			Hrs.	
Mar.	11	cutting and welding boom	3	7.50
"	"	welding crank case	4	12.50
"	12	material included		
"	"	building up clutches, (welding)	2	5.00
"	"	plates, for truck frame 46 lbs.		3.68
"	"	plates for shovel boom 28 lbs.		2.24
"	"	labor on plates	3	7.50
"	17	welding plates on boom		15.00
"	18	welding plates on same boom		15.00
"	19	welding hook for bucket		2.00
June	3	welding catch on bucket		2.00
"	23	welding engine crank		2.50
"	"	planing out clutch	2	3.00
"	"	2-special brake band bolts		3.00
		welding boom on Yunker and Wilks, shovel	3	7.50
				$ 98.42

Endorsed: File No. 2058
Filed June 8,1932
HAL E. HOSS,
Secretary of State.

FORM 2-C-1 4906 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

3 LR-1a

July 5, 1932

RECEIVED
JUL 7 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention J. N. Bishop

Dear Sir:

Reference is made to your letter of June 27th regarding the maintenanse of the Lakeview-Burns Highway.

I was over this road last Thursday and, with the exception of the Valley Falls-Pike's Ranch Section, it was in good shape. The earth road was bladed about 10 days ago just after a good rain and is crusted over and as smooth as could be expected.

The section above mentioned is still under process of construction and of course it is rough. The rock cuts have not been cushioned and the finishing work is still in progress for a considerable distance. I will go down there again Tuesday and see that they put it in as good a shape as can be done considering the materials that are being encountered.

Yours very truly

K. D. Lytle
Division Engineer

NOTED
[illegible]

kdl/c
cc. R. H. Baldock
H. G. Smith
B. J. Crowley

FORM [illegible] 1M 6-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

June 21, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert.

Dear Sir:

In your letter of May 25th regarding the financial set up on the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, the procedure in case the grading costs underrun was fully explained but it now transpires that the cost of the grading on projects numbers 1-B and 1-C are likely to overrun.

We have the final estimate on the Pike's Ranch-Harney County Line Section Project 1-B which overruns our preliminary estimate. A comparison of the actual amount spent as compared to the set up you give is as follows:

	Total	Gov't. Lands	Private Lands
Final Estimate Grading	$70,045.29	$65,137.82	$4,907.47
Your Set up "	65,555.00	61,456.80	4,098.20
Overrun "	4,490.29	3,681.02	809.27

Will you advise if we should cut down the amount of surfacing by the amount of the overrun in the grading?

RECEIVED
JUN 22 1932
OREGON
STATE HIGHWAY COMMISSI

Mr. Burch, who is finishing the estimate on Project 1-C, says that the grading on that unit will probably overrun the preliminary estimate by about $4500.00.

Mr. Crowley thinks that Project 1-A will underrun and I have written him asking for a close estimate on the cost. I also observe that no provision for the cost of the engineering is included in this set-up. The cost of that item will be rather high due to the length of time given the contractors and the cheapness of their bids.

Will you please advise me as to how the financial part of this job shall be handled? At present the only unit that has been worked on by the surfacing contractor is Project 1-B.

Yours very truly

K. D. Lytle

K. D. Lytle
Division Engineer

kdl/c
cc. Mr. John T. Burch

Advised Lytle by telephone that no readjustment of quantities would be necessary.

CONTRACT #1305

FLP 1-A Valley Falls-Pikes Ranch Sec. 1931

1305

Folder # 1

#1305

1-2P

June 30, 1932

Cascade Powder Company,
Box 127,
Klamath Falls, Oregon.

Gentlemen:

It is noted from your letter of June 28, that you have a claim against C. R. Johnson, in the amount of $1,201.95, for materials and supplies furnished in connection with the Valley Falls highway project.

The contract to which you refer is designated as State Highway Contract No. 1305, and is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. It was awarded by the State Highway Commission to C. R. Johnson.

In connection with all state highway contract work, the contractor is required to furnish to the State a surety bond for the protection of all claims which may be incurred against the project. In this particular instance Mr. Johnson furnished a bond in the sum of $50,000. The bond was written by Union Indemnity Company; the local agent is Hansen & Rowland, Inc. of Oregon, Failing Building, Portland.

We would recommend that you communicate with the representative of the insurance company with the view of securing a settlement of your claim. If you do not receive a favorable response, would suggest that you file your claim with the Secretary of State in accordance with the provisions of Chapter 280 of the Oregon laws for 1931. A mimeographed copy of this law is enclosed for your further information. No charge is made by the Secretary of State for filing notice of claims.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

June 30, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. of Oregon,
Failing Building,
Portland, Oregon.

Gentlemen:

We have been informed by Cascade Powder Company of Klamath Falls that it has a claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The amount of the claim is $12[illegible]1.95.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

WN, PRESIDENT
J. M. BAKER, SECRETARY

CASCADE POWDER COMPANY

BOX 127
GIANT
PHONE 952

EXPLOSIVES
KLAMATH FALLS, OREGON

June 28, 1932

RECEIVED
JUN 29 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We have an account with C. R. Johnson in the amount of $1201.95, which dates back to February 1932.

Our understanding is that Mr. Johnson is in poor financial condition, and we wish to file our Claim with the State. Kindly advise us the proper proceedure for filing our Claim, also we wish to know the Bonding Company on his job near Valley Falls in Lake County.

Very truly yours,

CASCADE POWDER COMPANY

By D.W. Bayless

DWB:LAF

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1.

In reply please
refer to File No. Ore.F.L.H.P.
No.1-A

Post Office Building
Portland, Oregon.

June 29, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the modified project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,

W. H. LYNCH
District Engineer

By
L. J. Caufield
Highway Engineer

Encl.

A4pr11290

Oregon Federal Lands Highway Project
No. 1, Section A.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 13, 1931, by the State Highway Commission of Oregon, and on November 4, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Lands Highway Project No. 1, Section A; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section A to provide for placing subgrade reinforcement on those portions between survey stations 820+00 and 889+55, stations 902+50 and 913+85, stations 919+42 and 929+10, stations 1005+05 and 1055+05, and stations 1071+10 and 1166+33.7, an aggregate distance of 4.466 miles; and by reason thereof has requested that the estimate of cost approved for said Section A be increased from $53,853.42 to $56,804.17, and that the Federal Lands Highway Funds approved and set aside to the credit of said Section A be increased from $53,853.42 to $56,000.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of

Agriculture that the plans, specifications and estimate approved for said Section A be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of fifty-six thousand and 00/100 dollars ($56,000.00) as the share of the United States payable under said act on account of Section A of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (c) of Article I shall read:

> "(c) Funds to the extent of $56,000.00 will be made available from the appropriation mad by the Act of December 20, 1930 (Public No. 550 - 71st Cong.) for carrying out provisions of the Act approved June 24, 1930 (46 Stat. 805)."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section A of said project shall not in any event exceed the sum of fifty-six thousand and 00/100 dollars ($56,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of fifty-six thousand, eight hundred four and 17/100 dollars ($56,804.17), the approved total estimated cost of Section A of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Federal Aid Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 9 day of June, 1932, and the Secretary of Agriculture on the 21st day of June, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By Leslie Scott
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By C. F. Washburne
Member, State Highway Commission

R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Lands Highway
Project No. 1, Section A.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Lands Highway Project No. 1 Section A, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $56,804.17 in lieu of the $53,853.42 approved by Certificate of November 4, 1931, as the total estimated cost of said project, and the sum of $56,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 21st day of June one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting Secretary of Agriculture

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

3LP-1a

June 20, 1932

Mr. William B. Layton,
Attorney at Law,
400 Pittock Block,
Portland, Oregon.

Dear Sir:

In response to your inquiry of June 17, we are pleased to give you the following information concerning State Highway Contract No. 1505:

On June 4, 1931 the State Highway Commission awarded to C. R. Johnson the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The contract indicates that C. R. Johnson is doing business as an individual.

The surety bond in this instance was written by Union Indemnity Company. The resident agents are Hansen & Rowland, Inc., with offices in the Failing Building, Portland. The amount of the bond is $50,000.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Edward A. Boyrie
Reuben G. Lenske
N. Ray Alber
Lester L. Ahlgrim

Law Offices of
William B. Layton
400 Pittock Block
Portland, Oregon

June 17, 1932

RECEIVED
JUN 20 1932
OREGON
STATE HIGHWAY COMMISSION

Secretary of State,
Highway Department,
Salem, Oregon

Dear Sir:-

Would you be so kind as to advise if you have a contract with C. R. Johnson, Inc. for work on the Yellowstone Cutoff on the Lakeview-Burns Highway. If so, please advise me the name of the contractor, whether a corporation or an individual or individuals, the complete description of the job and the name of the surety on the bond.

Thanking you, I am

Very truly yours,

EAB:EN

SECRETARY OF STATE
RECEIVED

3LP 1a

June 16, 1932

Lake County Pine Lumber Co.
Lakeview, Oregon

Gentlemen:

Through oversight the amount of your claim against C. R. Johnson, contractor, for lumber furnished in connection with Contract No. 1305 for the construction of the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway was shown in our letter of acknowledgment to you, dated June 15, at $14.25, whereas the amount of such claim should have been shown at $141.25. The proper figure has been entered on our records.

We regret any inconvenience this error may have caused you.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary.

jn

June 16, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

On June 15 we notified you of the receipt of claim filed by the Lake County Pine Lumber Company against C. R. Johnson, Contractor, for lumber furnished in connection with Contract No. 1305 for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway. Through oversight the amount of this claim was shown at $14.25 whereas the correct figure, as per statement submitted by such company, is $141.25. Please correct your records in this matter accordingly.

We regret any inconvenience this error may have caused you.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

jm

c.c. Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon

#1305

June 15, 1932

Union Indemnity Company
Hansen & Rowland, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We have been notified today by the Lake County Pine Lumber Company of their claim in the sum of $14.25 against C. R. Johnson, Contractor, for lumber furnished in connection with State Highway Contract No. 1305 awarded Mr. Johnson for the construction of the Valley Falls- Pike Ranch Section of the Lakeview-Burns Highway.

We are informing you of this matter inasmuch as you appear as surety on the bond furnished by Mr. Johnson in this instance.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
c.c. Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon

June 15, 1932

Lake County Pine Lumber Co.
Lakeview, Oregon

Gentlemen: Attention R. E. Harlan, Secretary

Acknowledgment is made of the receipt of your letter of June 12 advising us of your claim in the sum of $14.25 against C. R. Johnson, Contractor, for lumber furnished such contractor in connection with State Highway Contract No. 1305 awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

In connection with all state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims against the project. Such bond was furnished in this instance, being written by the Union Indemnity Company, represented by Hansen & Rowland, Inc. of Oregon, Agents, Failing Building, Portland, Oregon.

It is suggested that you take the matter of your claims up with the agent for the bonding company. If you secure no satisfaction therefrom you still have recourse in the courts. You should file notice of claim with the Secretary of State in accordance with the provisions of Chapter 280, Oregon Laws for 1931, mimeographed copy of which is inclosed.

I might state that the bond furnished by the contractor is for the protection of all debts incurred against the project whether the claim was incurred by the original contractor or his subcontractor.

Yours very truly,

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
inclosure

H. B. Glaisyer

For your disposal

NOTED JUN 15 '32
CARL F. SMITH
AUDITOR

Nov	6	By John L. Palmer	403'	6 45	
Dec.	4	" H.L. Brown	552'	8 83	
"	10	" H.L.Brown-Davidson	910'	14 56	
Feb	15	" Yourselves	6810'	108 96	
"	24	" "	153'	2 45	
					$141 25

NOTE: In addition to the above we have an unpaid bill against McNutt & Pyle since Dec.5th, Do not know whether you are taking care of their bills or not. They do not seem to be doing so. H. Paid

W. D. S.

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

ny

June 12th. 1932

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Y PINE LUMBER COL

R. C. Harlan (Sec)

STATEMENT

Lakeview, Oregon, April 15th, 19232

M C. R. Johnson Contract Co.,

Valley Falls, Oregon.

IN ACCOUNT WITH

LAKE COUNTY PINE LUMBER CO.

MANUFACTURERS OF

CALIFORNIA WHITE PINE

Nov	6	By John L. Palmer	403'	6 45	
Dec.	4	" H.L. Brown	552'	8 83	
"	10	" H.L.Brown-Davidson	910'	14 56	
Feb	15	" Yourselves	6810'	108 96	
"	24	" "	153'	2 45	
					$141 25

NOTE: In addition to the above we have an unpaid bill against McNutt & Pyle since Dec.5th, Do not know whether you are taking care of their bills or not. They do not seem to be doing so. H. Reed

W. D. S.

Y

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

June 12th. 1932

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Y PINE LUMBER COL

P. E. Harlan (Sec)

LAKE COUNTY PINE LUMBER COMPANY
Lakeview, Oregon.

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

June 12th. 1932

Sec. Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

We are enclosing herewith a statement of our account against the C. R. Johnson Contract Co., of Valley Falls, Oregon, working on the Yellow Stone Cut Off, for the sum of $ 141.25. This account includes lumber furnished during the months of November and December, 1931 and February of 1932.

We have repeatedly sent statements to this concern covering this balance but to date have not received even a promise of a settlement, and are now looking to the state to protect us for the amount of this bill.

Kindly advise us immediately what we may expect in the matter, as we do not wish to place the account with aur attorney unless we find it necessary.

Yours very truly,

LAKE COUNTY PINE LUMBER COL

BY R. C. Harlan (Sec)

CC. to W. D. Starbird, Pres.
Lake County Pine Lumber Co.
Lakeview, Oregon.

#1305

J RP-1

June 11, 1932

Union Indemnity Co.,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We are enclosing certified copy of notice of claim that has been filed with the Secretary of State by E. L. Lankins against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is $97.50 and is for services performed in connection with the above described project.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JUN 11 1932
OREGON
STATE HIGHWAY COMMISSION

June 10, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen:

This is to advise that we received from the Bureau of Labor and filed as of this date, a notice of claim by E. L. Lankins for labor performed in the sum of $97.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Central Oregon Highway near Lakeview, Oregon, contract No. 1305.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

June 11, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

This is to acknowledge receipt of your letter of June 10, in which you enclose certified copies of claim that has been filed by E. L. Lemkins against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. We note that the claim is in the sum of $37.50.

A copy of the notice is being forwarded to the contractor; a copy is also being sent to the surety, Union Indemnity Company.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Portland, Oregon,

May 19, 1932.

Secretary of State,
Salem, Oregon.

Union Indemnity Co.,
c/o M. L. Gilbert, Special Agent,
Failing Building,
Portland, Oregon.

Dear Sirs;

Notice is hereby given that the undersigned E. L. Lankins, has a claim for wages in the sum of approximately $97.50 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Co., as surety, for work, labor and services performed as a shovel runner and laborer, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, betwen the dates of August 15, 1931, and October 2, 1931, on the secition of the Central Oregon Highway near Lakeview, Oregon, Project No. 1387, Contract No. 1305, known as the Valley Falls, Pike Ranch Section.

Very truly yours,

E. L. LANKINS

Endorsed: File No. 2055
Filed June 10, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by E. L. Lankins for labor performed in the sum of $97.50 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Central Oregon Highway, contract No. 1305, with the original notice filed in the office of the Secretary of State on June 10, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 10th day of June, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

7LP#7a

June 11, 1932

Mr. Charles H. Kirey,
Deputy Commissioner of Labor,
Courthouse,
Portland, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of June 9, enclosing affidavit of E. L. Lenkins relative to his claim, in the sum of $97.50, against C. R. Johnson.

We today received from the Secretary of State a certified copy of this notice of claim in connection with State Highway Contract No. 1305, awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

Portland, Oregon,

June 9, 1932.

RECEIVED
JUN 10 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

You will find enclosed affidavit of E. L. Lankins, wherein he claims $97.50 against the contract and bond of C. R.Johnson on the Central Oregon Highway near Lakeview.

As we have already a copy of this contract, it will be unnecessary to send another. We are simply filing this affidavit in order that you will have notice of this claim.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, E. L. Lankins, being first duly sworn depose and say that I was employed by John Palmer and Freeman Bros., subcontractors under C. R. Johnson, Inc., original contractor, as a shovel runner at the rate of $0.75 per hour, and as a laborer at the rate of $0.50 per hour, and that I performed work, labor and services on behalf of the said John Palmer and Freeman Bros., subcontractors under C. R. Johnson, Inc., original contractor, on the Central Oregon Highway near Lakeview, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractors on said state work; that there is due and owing me the sum of approximately $97.50 for said work, labor and services; that I have made demand upon said contractors for said sum, but said contractors have failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson, Inc., from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

E L Lankins

Subscribed and sworn to before me this 19th day of May, 1932.

Charles H. Elrey
Notary Public for Oregon.

My commission expires 5/5/35

FORM 5-A-1 2328 5M 2-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

18P-1a

OREGON STATE HIGHWAY COMMISSION
SALEM

June 3, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. K. D. Lytle,
Division Engineer,
Bend, Ore.

Dear Sir:

Regarding the classification on the Lake County Line-Okerman Ranch Section on the Lakeview-Burns Highway.

It appears to me that your specifications are so explicit in providing that no material shall be used for borrow except common that it will be necessary to classify the extra width in the ditches (which the contractor has used instead of borrow) as common.

Please call your Resident Engineer's attention to the fact that cases such as these should be covered by a letter from the contractor before the work is started so as to avoid any misunderstanding at the final settlement. It was perfectly proper to allow him to use this material at his option instead of borrowing common, but a letter should have been written to him explaining that the material would be paid for as common and his acknowledgement secured.

Yours very truly,

R. H. BALDOCK,
STATE HIGHWAY ENGINEER.

NOT
State Highway Eng

By

H. G. Smith,
Construction Engineer.

HGS/H

CC to
R. H. Baldock

FLP-1

June 8, 1932

Mr. Alex DeBretteville
Oceanic Building
San Francisco, California

Dear Sir:

Reference is made to your letter of June 3 in which you inquire concerning the highway extending from Lakeview to Burns in South Central Oregon.

The highway to which you refer is known as the Lakeview-Burns highway. It is a new road, graded in 1931 and now being surfaced. Its relative position, with respect to Alkali Lake and Elk Butte is shown on the accompanying map, it being represented by the heavy black line extending in a northeasterly direction from Valley Falls along the easterly side of Lake Abert to a connection with what is known as the Central Oregon Highway at Okerman Ranch, about twenty-seven miles west of Burns. At the Valley Falls end it connects with what is known as the Fremont Highway, which is rock and in good condition.

The Oregon State Highway Commission has no plans for the construction of any other highway in this vicinity.

Very truly yours,

STATE HIGHWAY COMMISSION

Secretary

HBG:jn
inclosures.

[illegible]
OCEANIC BUILDING
SAN FRANCISCO

June 3, 1932

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

The estate of Adolph B. Spreckels, deceased, and others are interested in a soda deposit in Lake County, Oregon, some sixty-five miles north of Lakeview, not far from Alkali Lake, and just east of Gray's Butte. This property is owned by the American Soda Products Company.

Heretofore, access to this property has been very difficult, but I am given to understand that you are constructing a road from Lakeview to Burns in Harney County, and that it is expected this road will be opened for travel this summer. Is this correct?

Will you kindly give me any definite information you can concerning roads now under construction, or roads you have in contemplation in close proximity to this property? I would also appreciate receiving a map or maps showing the roads in that locality.

Heretofore, the great difficulty has been in bringing the raw product out to some railroad center. Undoubtedly, development of this property would go forward if the cost of transporting the raw material can be reduced.

Please accept my thanks for your courtesy in giving me such information as you may have, and for such maps as you think would be helpful.

Yours truly,

A. de Bretteville

A de B:w

FORM 8-C-1 [illegible]

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

7f-12

OREGON STATE HIGHWAY COMMISSION

OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

June 7, 1932

RECEIVED
JUN 8 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. J. N. Bishop.

Attached please find oiling orders covering the 8.8 miles of reoiling to be done in the vicinity of Dairy on the Klamath Falls-Lakeview Highway.

In addition to the above, may we have your approval of order 19 M R - 104, covering 4 miles of reoiling between Drew Valley and Lakeview on the Klamath Falls-Lakeview Hwy. The last mentioned order having been forwarded to your office some time ago.

Yours very truly,

K. D. Lytle
Division Engineer

By: W O Widdows
W. O. Widdows

NOTED

WOW:B
Enclosures.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1932

RECEIVED
JUN 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed for signature and return to this office are three copies of modification of agreement for Oregon Federal Lands Highway Project No. 1-A. These documents should be signed and returned as soon as possible in order that they may be executed by the Secretary of Agriculture prior to July 1, to prevent any of the funds involved from lapsing.

The Special Provisions for the contract covering the surfacing of this section and Sections B and C provide for increasing the work up to 50 per cent of the original contract amount. An increase in excess of 50 per cent can only be made if agreed to by the contractor. The total cost for the three projects indicates an increase of approximately 56 per cent of the amount shown by the tabulation of bids, so it has been assumed that you have entered into a supplementary agreement with the contractor. Please forward copies of this agreement with the copies of the executed contract.

We are sending you herewith one copy of the agreement estimate which was used as the basis of the project agreement, and one copy of the specifications.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Requested Lytle to get price agreement from Contractor.
[illegible]

Encls.

EXTRACTS FROM MINUTES OF OREGON STATE HIGHWAY COMMISSION RELATING TO HARNEY COUNTY PORTION OF LAKEVIEW-BURNS HIGHWAY

September 25, 1928 -

Judge Kelty of Lake County, Commissioner Buchanan of Harney County and William Hanley of Burns appeared in behalf of the Lakeview-Burns unit of the Yellowstone Cutoff project. Judge Kelty stated that they desired a preliminary survey made for a connection from the Central Oregon Highway near Gap Ranch to the Fremont Highway. Some discussion developed as to whether the connection should be made at Paisley or Valley Falls, but it was finally agreed that the matter should be left to the Engineer, but that a reconnaissance survey would be made to supply the data necessary for a comparison of the alternate lines. Judge Kelty stated that the two counties were prepared to reimburse the state for the cost of the survey in their respective counties. The Commission approved the request and instructed the Engineer to make the survey as soon as convenient.

December 19, 1928 -

Wm. Hanley of Burns spoke in behalf of the Yellowstone Cut-off connection from the Fremont Highway to the Central Oregon Highway. Judge Kelty explained that this road is promoted by an organization rather than the two counties, Harney and Lake, who had agreed to finance the survey. The Engineer reported that the survey had been completed and that cost estimates and maps would be available shortly and copies forwarded to the county courts and others interested. Mr. Hanley asked if they could expect to receive federal aid or forest funds on the Yellowstone Cut-off project. J. A. Elliott replied, "It is not on the federal aid system, neither is it eligible for forest aid."

July 24, 1930 -

Judge Kelty of Lake County with Zim Baldwin and B. K. Snyder of Lakeview, asked that the Yellowstone Cut-off between Lakeview and Burns be considered as the first project under the new Oddie-Colton Bill providing for highway construction across public lands. Judge Kelty pointed out that the survey of the route had been made at the expense of Harney and Lake Counties. Matter taken under consideration.

August 28, 1930 -

V. E. Tanner, Executive Secretary of the Yellowstone Cut-off Association, filed a brief urging the construction of a road between Lakeview and Burns from funds derived from the Oddie-Colton public land road bill appropriations. He also filed letters from the Klamath County, Ashland and Pendleton Chambers of Commerce endorsing the project.

January 15, 1931 -

A delegation from Grant, Harney, Malheur and Lake Counties urged the Commission to use these funds in the construction of the Lakeview-Burns Highway. Representing Grant County were E. W. Barnes, Herman Oliver and District Attorney Edwin D. Hicks; representing Harney County were J. J. Donegan, C. B. McConnell, R. A. Bardwell, C. E. Dillman, C. E. Silbaugh, Archie McGowan, J. C. Clemens and G. N. Jameson; representing Malheur County was Judge David F. Graham; representing Lake County were County Judge Fred Reynolds, Commissioners Fred S. Fisher and W. B. Snider, Zim Baldwin, C. H. Graham and G. D. Brown. Mr. Donegan acted as spokesman for this delegation. He pointed out that this was not a local road but a connecting link to connect up arterial highways that are now complete or almost so. He submitted a map to substantiate his argument that this highway formed a part of what would eventually be another cross-state trunk highway leading from British Columbia south through Spokane, Walla Walla, Pendleton, Burns and Lakeview into California, and its construction would eliminate one of the few remaining links of the highway leading from California to Yellowstone National Park. He suggested that this highway take off the Central Oregon Highway at or near Riley, which point is about 20 miles west of Burns, and extend in a southwesterly direction to a junction with the Fremont Highway at Valley Falls, a distance of approximately 91 miles. The construction of this road would help materially to develop this country which is not now served by railroad, it would make it possible for stock men to haul water into the territory thus opening up large areas of summer range which is now impossible on account of its semi-aridness. If this road is constructed, it would then be feasible and practicable to transport the products of Southern Oregon into the town of Burns. It was explained that most of the land traversed by this road was unappropriated Government land and to substantiate this a map was filed showing the unappropriated Government lands in Harney County. He explained that in the last two years Harney and Lake Counties had spent $8,000 in gathering data and preparing maps to convince the Commission of the merits of this road, and in addition had spent $4,000 in cooperation with the State for surveys so that contracts could be awarded within sixty days in the event that the Commission approved the immediate construction of this highway. County Judge Fred Reynolds of Lake County stated that 47% of Lake County is unappropriated Government land and 26% is in the National Forests. Judge Reynolds: "The deeded land is something that can be handled by Lake County if you can see your way clear to handle the Federal money." W. H. Lynch, District Engineer of the Bureau of Public Roads, who was present, stated, "Someone outside the Government will have to construct across the private land." Judge Reynolds: "We offer that for Lake County." Commissioner Gates (pointing to map): "Where you run onto this yellow, that is the appropriated land that the survey goes through. You would be in a position to put up the money for that if it was necessary?" Judge Reynolds: "Yes, sir, we will." Commissioner Snider of Lake County stated that it is now necessary for mail from Burns to Lakeview to go around via Bend and that it takes as high as a week to get a letter across from Paisley to Burns. Under present conditions it was impossible to contract the mail hauling between these points. He stated that the location of the highway was not an issue at the present time but that they would be satisfied with the route designated by the Commission. Judge Reynolds: "We leave this matter in the hands of the Commission. We are satisfied with your location." Commissioner Gates: "Whatever the Commission decides upon will be satisfactory to you? You will stand by the Commission no matter what location is decided on?" Judge Reynolds: "Yes, sir, absolutely." Zim Baldwin of Lakeview spoke of elevations, snow conditions and the ease with which the road could be kept open the year round. He also confirmed Mr. Donegan's statements regarding the advantages to be gained by being able to haul water to the stock and feed in the winter time during emergencies when the ground was covered with snow. The construction of this road, he stated, would make it possible to lease additional lands from the Government for grazing purposes which cannot be done now on account of lack of road facilities. The placing of this road under contract will provide work for a lot of men who need work badly at this time. He advocated the desert type highway construction and said that work could be started at once and could be carried on during the winter without interruption. Archie McGowan of Burns stated that the construction of this road would mean a big thing to this section of the state in that it would increase travel over all of the highways in that vicinity and especially the Central Oregon Highway. He further stated that he was under the impression that it was the theory and intent of the state highway act to connect up the county seats and if this was the case, he presumed that it was an obligation of the State Highway Commission at some time in the near future to connect up the last two county seats in Oregon; namely, Lakeview and Burns. It seemed to him that here was an opportunity for the State to keep its faith with these communities by building this road which could be done without spending state money. Mr. W. G. Ide, Secretary of the Oregon State Chamber of Commerce, spoke in favor of the construction of this road. Commissioner Gates inquired if there was anyone else present who had any remarks to make concerning this particular road. None appearing, the next delegation was called.

January 16, 1931 (Included in extracts covering Lake County)

June 25, 1931 -

County Judge R. J. Williams, County Commissioner Harry W. Withers and County Engineer J. J. Walsh of Harney County were present in the interests of the construction of the Harney County portion of the Lakeview-Burns Road. They stated that they were anxious to have the road completed now while Federal funds were available, but the County had no money with which to construct across the private lands. They asked the State to advance the County's share amounting to about $20,000 and agreed to reimburse the State later from its share of the automobile license fees and other funds. They also requested permission to perform the construction work across private lands with their own forces and equipment. The Engineer submitted an estimate of cost which provided for $48,378 of Federal funds for construction across public lands, $10,208 of state funds for construction across state lands and $20,329 of county funds for construction across private lands. He stated that there was sufficient Federal money remaining from the appropriation made by Congress under the provisions of the Colton-Oddie Act providing for road construction across public lands other than National Forests, to pay the Government's share of this project, but this would have to be spent by July 1, 1932. W. H. Lynch, District Engineer of the Bureau of Public Roads, who was present, confirmed this statement and added that assurance must be given the Government that the road across the private and state lands would be constructed before the Government would put up any funds for construction across the public lands. After further discussion, the Commission agreed to advance the County's share of the cost of this construction, amounting to approximately $20,000, provided the County would reimburse the State for the expense within two years and would maintain that portion across the private lands. This was acceptable to the County Court. The attorney was instructed to prepare a form of agreement covering the matter for the approval of the County and the Commission. The Engineer was instructed to report to the Commission on the feasibility of allowing the County Court to construct with its own forces and equipment those portions crossing the private lands. In answer to Commissioner Withers' inquiry as to whether or not the Central Oregon Highway had been permanently designated between Burns and Juntura, the Chairman stated that the designation at the present time is via Drewsey.

* * * *

The Engineer reported that he had conferred with the County Court of Harney County regarding the Lakeview-Burns Highway and they stated that if the Middle Unit of the Harney County Section, described as the portion crossing privately owned lands between Section 7, T. 27 S. R. 24 E. W. M., at the Harney-Lake County line, and a point approximately 7.4 miles northwesterly thereof, was advertised for bids, they would submit a bid on it in the name of the county and, if awarded the contract, would do the work with their own forces and equipment as an unemployment relief project. The Commission approved of this arrangement.

October 9, 1931 -

The Engineer requested authority to extend the contract awarded to Earl L. McNutt and Guy F. Pyle for the grading of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway, a distance of about five miles into Harney County as provided for in the contract. He stated that this section was entirely on government land and the cost of construction (estimated at $5,490.66) would be paid for one hundred per cent by the Government. It will be convenient for the contractor to do this now while his equipment is at this end of the job; if bids are taken the work will be delayed and it is likely that the cost would be greater because of the small unit in an isolated locality. In view of the fact that provision was made in the contract awarded to McNutt & Pyle for the construction of this five mile section at the unit prices contained in their contract for the grading of the adjoining section, the Commission by unanimous consent authorized the Engineer to extend the contract as requested.

#1305
Lake Co
7 2 P-1

June 1, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of May 31, enclosing copies of notice of claim that was filed by West Coast Powder Company against C. R. Johnson and Union Indemnity Company in connection with State Highway Contract No. 1305, which is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today forwarding copies of the notice to Mr. Johnson and the surety company for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

June 1, 1932

RECEIVED
1932
OREGON
STATE HIGHWAY COMMISSION

Union Indemnity Company,
Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon

Gentlemen:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by West Coast Powder Company against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is $398.07 and is for powder and blasting supplies used in connection with the above described project.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

LJ

cc C. R. Johnson
Governor Building
Portland

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
JUN 1 - 1932
OREGON
STATE HIGHWAY COMMISSION

May 31, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by West Coast Powder Company for materials furnished in the sum of $398.07 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Lakeview-Burns Highway in Central Oregon.

We are enclosing for your information and files a certified copy of this notice together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige.

Yours very truly,

Hal E Hoss

Secretary of State.

HM

ORM 5-S-1 3700 500 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

2 P B-1

May 26, 1932

MAY 28 1932

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Sir: Attention: Mr. J. H. Bishop.

In checking over our oiling orders we note you have not approved order 19 E R 104 for oiling a four mile section of the Klamath Falls-Lakeview Highway between Drews Vally and Lakeview.

May we have your approval of this order.

Yours very truly,

K. D. Lytle,
Division Engineer.

NOTED
State Highway Engineer

By: W O Widdows
W. O. Widdows.

WOW:E
cc to Mr. R. H

#1305

Lake Co

FLP-1a

May 26, 1932

West Coast Powder Company,
Everett,
Washington.

Gentlemen:

Receipt is acknowledged of your letter of May 25, in which you inform us that you have a claim, in the sum of $598.07, against C. R. Johnson to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today notifying the surety company, Union Indemnity Company, relative to your claim.

No doubt, you have filed a similar notice of claim with the Secretary of State for the protection of your claim. For your further information, we are enclosing a mimeographed copy of Chapter 280, Oregon Laws for 1931, relating to contracts on public works.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

May 26, 1932

Union Indemnity Company,
Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon.

Gentlemen:

We have today been notified by West Coast Powder Company of Everett, Washington, that it has a claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $390.07 and is for powder and blasting supplies furnished to Mr. Johnson in connection with the above described contract.

This notice is given you as you appear as surety on the bond of the constractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

WEST COAST POWDER COMPANY
MANUFACTURERS
WESCO
EXPLOSIVES

EVERETT, WASHINGTON

RECEIVED
MAY 26 1932 LD
OREGON
[illegible] COMMISSION

May 25th, 1932

Secretary of State Highway Commission
Salem, Oregon.

Dear Sir:

To the Oregon State Highway Commission: Notice is hereby given that the undersigned West Coast Powder Co. has a claim for Powder and Blasting Supplies in the sum of $ 398.07 against the Bond taken from C. R. Johnson Contract Company and the Union Indemnity Company as surety for the work of clearing and grading on the Lakeview - Burns Highway in Central Oregon.

WEST COAST POWDER CO.
By Loren R. Baker
Mgr.

I, the undersigned, declare under oath that the above letter is a certified copy of letter of same date mailed by the West Coast Powder Company to addressee.

Loren R Baker

Subscribed to and sworn before me,
this 25th day of May, 1932.
L. E. Douglas
Notary Public

F.L.H.P. 1-A

May 24, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement, to cover the following projects:

Project No. 1-A - Valley Falls-Pike Ranch
Project No. 1-B - Pike Ranch-Harney County Line
Project No. 1-C - Lake County Line-Okerman Ranch

The contract for the surfacing on these projects provides for the increasing of the work to be done, and, for the reason that we plan to do additional work to that specified under the contract, additional surfacing quantities have been included in these estimates. Sheet No. 2 of the plans for each project has likewise been modified to show the additional surfacing work contemplated, and we are sending blueprint copies of these sheets for the purpose of substituting them in the plans previously submitted.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department　　Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on Low Bid Prices.)

Salem, Oregon, May 24, 1932.

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and Surfacing:

(Stas. 820+00 to 889+55; 902+50 to 913+85; 919+42 to 929+10;
1005+05 to 1055+05; 1071+10 to 1166+33.7)

All Required		Clearing and Grubbing	lump sum	$ 167.72
6,600	cu. yds.	Excavation, Single Classif.	$ 0.40	2,640.00
27,000	cu. yds.	Common Excavation	0.22	5,940.00
3,500	cu. yds.	Solid Rock Excavation	0.90	3,150.00
16,400	yd. stas.	Overhaul	0.02	328.00
500	cu. yds.	Earth Cushion	0.30	150.00
500	yd. mi.	Earth Cushion Haul	0.18	90.00
580	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	754.00
120	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	198.00
100	lin. ft.	36" Corr. Galv. Iron Pipe	3.35	335.00
				$13,752.72
5,500	cu. yds.	Gravel Sub-grade Stabilizer	0.32	1,760.00
550	cu. yds.	Truck-hauled Filler	0.15	82.50
9,600	yd. mi.	Hauling Gravel	0.08	768.00
900	yd. mi.	Hauling Filler	0.08	72.00
				$ 2,682.50
				$16,435.22
			10% Engr. & Cont.	1,643.52
			Total, Type I Roadway	$18,078.74

Length of Type I Roadway　4.466 miles
Cost per mile　$4,048.08

Type II, Grading Only

(Stas. 182+10 to 380+95 and 476+91 to 820+00)

All Required		Clearing and Grubbing	lump sum	$ 385.44
76,400	cu. yds.	Excavation, Single Classif.	$ 0.40	30,560.00
37,600	yd. stas.	Overhaul	0.02	752.00

2,000	cu. yds.	Earth Cushion	$ 0.30	$ 600.00
2,000	yd. mi.	Earth Cushion Haul	0.18	360.00
1,320	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	1,716.00
240	lin. ft.	24" " " " "	1.65	396.00
130	lin. ft.	36" " " " "	3.35	435.50
				$35,204.94
		10% Engr. & Cont.		3,520.49
		Total, Type II Roadway		$38,725.43

Length of Type II Roadway 10.264 miles
Cost per mile $3,772.93

ROADWAY THRU OTHER LANDS (NON-PARTICIPATING)

(Stas. 380+95 to 476+91, 889+55 to 902+50, 913+65 to 919+42,
929+10 to 1005+05, 1055+05 to 1071+10)

Grading

All Required		Clearing and Grubbing		$ 146.84
15,000	cu. yds.	Excavation, Single Classif.	$ 0.40	6,000.00
11,000	cu. yds.	Common Excavation	0.22	2,420.00
4,500	cu. yds.	Solid Rock Excavation	0.90	4,050.00
16,000	yd. sta.	Overhaul	0.02	320.00
500	cu. yds.	Earth Cushion	0.30	150.00
500	yd. mi.	Earth Cushion Haul	0.18	90.00
400	lin. ft.	18" Corr. Galv. Iron Pipe	1.30	520.00
40	lin. ft.	24" Corr. Galv. Iron Pipe	1.65	66.00
				$13,762.84

Surfacing

2,400	cu. yds.	Gravel Sub-grade Stabilizer	0.32	768.00
250	cu. yds.	Truck-hauled Filler	0.15	37.50
4,100	yd. mi.	Hauling Gravel	0.08	328.00
400	yd. mi.	Hauling Filler	0.08	32.00
				$ 1,165.50
				$14,928.34
		10% Engr. & Cont.		1,492.83
		Total................		$16,421.17

Length 3.910 miles

SUMMARY

Item	Total Cost	Federal Aid Funds	State Funds
Roadway Thru Unappropriated and Unreserved Govt. Lands:			
Type I	$18,078.74	$17,800.00	$278.74
Type II	38,725.43	38,200.00	525.43
Roadway Thru Other Lands			
	16,421.17	- - -	16,421.17
	$73,225.34	$56,000.00	$17,225.34

State funds for construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920.

Oregon State Highway Department Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, March 10, 1932.

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and Surfacing:

(Stas., 1031+00 to 1055+05; 1071+10 to 1166+53.7)

All Required	Clearing and Grubbing		$	468.33
16,000 cu. yds.	Common Excavation	$ 0.22		3,520.00
2,100 "	Solid Rock Excavation	0.90		1,890.00
8,000 yd. sta.	Overhaul	0.02		160.00
500 cu. yds.	Earth Cushion	0.30		150.00
500 yd. sta.	Earth Cushion Haul	0.18		90.00
290 lin. ft.	18" Corr. Galv. Iron Pipe	1.30		377.00
60 "	24" " " " "	1.65		99.00
30 "	36" " " " "	3.35		100.50
			$	6,854.83
2,300 cu. yds.	Pit-run Gravel Surfacing	$ 0.45	$	1,035.00
230 "	Truck-hauled Filler	0.25		57.50
5,500 yd. mi.	Hauling Gravel	0.13		715.00
390 "	Hauling Filler	0.13		50.70
			$	1,858.20
				8,713.03
	10% Engr. & Cont.			871.30
	Total, Type I Roadway		$	9,584.33

Length of Type I Roadway 2.259 miles.
Cost per mile $4,242.73

Type II, Grading Only

All Required	Clearing and Grubbing		$	84.83
83,000 cu. yds.	Excavation, Single Classification	$0.40		33,200.00
11,000 "	Common Excavation	0.22		2,420.00
1,400 "	Solid Rock Excavation	0.90		1,260.00
46,000 yd. sta.	Overhaul	0.02		920.00
2,000 cu. yds.	Earth Cushion	0.30		600.00

2,000 yd. mi.	Earth Cushion Haul	$ 0.18	$ 360.00
1,610 lin. ft.	18" Corr. Galv. Iron Pipe	1.30	2,093.00
300 "	24" " " " "	1.65	495.00
200 "	36" " " " "	3.35	670.00
			$ 42,102.83
	10% Engr. & Cont.		4,210.28
	Total, Type II		$ 46,313.11

Length of Type II Roadway 12.471 miles
Cost per mile $ 3,713.66

ROADWAY THRU OTHER LANDS (NON-PARTICIPATING)

(Stas. 380+95 to 476+91, 889+55 to 902+50, 913+85 to 919+42, 929+10 to 1005+05, 1055+85 to 1071+10)

A

Grading

All Required	Clearing and Grubbing		$ 146.84
15,000 cu. yds.	Excavation, Single Classification	0.40	6,000.00
11,000 cu. yds.	Common Excavation	0.22	2,420.00
4,500 "	Solid Rock Excavation	0.90	4,050.00
16,000 yd. sta.	Overhaul	0.02	320.00
500 cu. yds.	Earth Cushion	0.30	150.00
500 yd. mi.	Earth Cushion Haul	0.18	90.00
400 lin. ft.	18" Corr. Galv. Iron Pipe	1.30	520.00
40 "	24" Corr. Galv. Iron Pipe	1.65	66.00
			$ 13,762.84

Surfacing

880 cu. yds.	Pit-Run Gravel Surfacing	0.45	$ 396.00
90 "	Truck-hauled Filler	0.25	22.50
2,100 yd. mi.	Hauling Gravel	0.13	273.00
150 "	Hauling Filler	0.13	19.50
			$ 711.00
			$ 14,473.84
	10% Engr. & Cont.		1,447.38
	Total		$ 15,921.22

Length 3.910 miles

Federal Funds Requested:		
	Type I Roadway	$ 9,584.33
	Type 11 Roadway	46,313.11
		$ 55,897.44
State Funds:		15,921.22
	Total	$ 71,818.66

#1305

9 L P

May 21, 1932

Union Indemnity Company,
Hansen & Rowland, Inc.
Failing Building,
Portland, Oregon

Gentlemen:

We hand you herewith certified copy of notice of claim filed by H. E. Heuerman with the Secretary of State against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is $75.51 and is for labor performed in connection with the above described project.

This notice is given you as you appear as surety on the bond furnished by the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building,
Portland

May 21, 1932

Hal E. Hoss,
Secretary of State,
Capitol Building.

Dear Sir:

This will acknowledge receipt of your letter of May 19, enclosing copies of notice of claim filed by H. R. Heuerman against C. R. Johnson for labor performed in connection with State Highway Contract No. 1306—grading of Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We are today forwarding a copy of the notice to the contractor, Mr. C. R. Johnson, and also a copy to his surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

E. Hoss
Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

May 19, 1932

Oregon State Highway Commission
State Office Building

Gentlemen:

This is to advise that we received from the Bureau of Labor, a notice of claim by H. R. Heuerman for labor performed in the sum of $75.51 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Central Oregon Highway near Lakeview, Oregon, state Highway contract No. 1305. This notice has been filed in this office as of this date.

We are enclosing a certified copy of the notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E. Hoss

Secretary of State.

HM

RECEIVED
MAY 21 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,
May 17, 1952.

Secretary of State,
Salem, Oregon.

Union Indemnity Co.,
c/o M. L. Gilbert, Special Agent,
Failing Building,
Portland, Oregon.

Dear Sirs:

Notice is hereby given that the undersigned H. R. Heuerman, has a claim for wages in the sum of $75.51 against the bond taken by C. R. Johnson, contractor, as principal, and the Union Indemnity Co. as surety, for work, labor and services performed as a laborer, said work, labor and services being for regular work hours, eight hours per day, and hours in excess of eight hours per day, between the dates of July 24th and September 4th, 1951, for the section of the Centrial Oregon highway near Lakeview, Oregon, Project No. 1587, Contract No. 1305, known as the Valley Falls, Pike Ranch Section.

Very truly yours,

H. R. HEUERMAN.

Endorsed: File No. 2045
Filed May 19, 1952
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by H. R. Heuerman for labor performed in the sum of $75.51 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Central Oregon Highway, State Highway contract No. 1305, with the original notice filed in the office of the Secretary of State on May 19, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsments thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 19th day of May, A. D. 1932.

Hal E Hoss

Secretary of State

FORM 2-C-1 8708 800 4-28

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

7 L P. 1

RECEIVED
MAY 16 1932
IN REPLY PLEASE
REFER TO FILE NO.
COMMISSION

May 13, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

I have gone over the Lakeview-Burns Highway again and checked over the amount of surfacing needed to take up the Federal money available for this job. As I do not know just what amounts will be available I am sending you a tabulation of our figures so that you will be able to decrease the amounts to fit the money, if that be necessary. Our recommendations as to sections to be covered, depth and width will all be found on page 1 of the tabulation.

I have Mr. Lynch's letter at hand and you will note that we have covered all that he recommends in Lake County but as we were unable to locate any material in Harney County, except the cinder pit at station 4242 and the gravel deposit at the north end of the job, I thought it would be better to lengthen out the job more where material is more readily available and hence have recommended that most of the increase be made on the south end of the job.

The soil conditions from Wagontire northeast toward Riley are far better than farther south as there is enough clay in it to make a good road for practically the entire year. It is almost identical with that on the Central Oregon Highway between Bend and Burns.

You will note that in several instances I have increased the thickness and in one place have recommended a width of 16 feet over our original set up. As Mr. Lynch has suggested a part of the money could be expended on cushion on the south end under our grading contract, but that way is not as satisfactory or as cheap as doing it under the surfacing job as the haul in one case is 18¢ per yard mile and in the other instance it is 8¢.

If our present plan costs too much we could omit the following sections:

Station 1280 to 1350
" 3153 to 3226.

Also those sections shown as six inches could be cut to five inches and the ones shown as eight inches cut to seven inches.

In regard to increasing the width instead of the thickness; our original estimate was fairly light and what little extra thickness is shown on the new estimate will do more good in patching weak spots than in making a wider section. If it developes that less thickness will suffice the extra can readily be bladed out wider.

Yours very truly,

K D Lytle

K. D. Lytle
Division Engineer

kdl/c

cc Mr. H. G. Smith

RECEIVED
MAY [illegible] 1932
OREGON
[illegible] COMMISSION

Work out revised plan for surfacing and submit estimates to Bureau.

ED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

POST OFFICE BUILDING
PORTLAND, OREG.

RECEIVED
A[illegible] 1932

April 12, 1932

ldock
Engineer

Reference is made to Oregon Federal Lands Highway Projects Nos. 1-A, 1-B and 1-C, all on the Yellowstone Cutoff between Lakeview and Burns. In conformity with an agreement between your Mr. Probert and Mr. Davis of this office, the matter of the necessity for additional surfacing was investigated during a recent inspection.

The grading contract for F.L.H.P. No. 1-A (Valley Falls-Pike Ranch section) includes an item of earth cushion. The material so far secured under this item is a fine gravel which is the same as the pitrun gravel that will be placed under the new Lien surfacing contract, at practically the same price. In view of these facts, it is considered unnecessary to increase the surfacing quantities on this section at this time. Any additional surfacing found necessary can, according to our understanding, be placed in connection with the grading project.

On F.L.H.P. No.1-B (Pike Ranch-Harney Co. Line section), it was considered necessary to increase the sub-grade stabilizer as follows:

1384 to 1480 - 4" deep by 12'wide.
2608 to 2644 - 6" deep by 12' wide. (This is in addition to the 4" to 5" depth and 12' width already provided between these stations.
3018 to 3153 - 4" deep by 12' wide.
Sub-total, 4,190 C.Y.

On F.L.H.P. No. 1-C (Lake County Line-Okerman Ranch section), the following additions of stabilizer were considered necessary:

3790 to 3815 - 4" deep by 12' wide
4281 to 4300 - 4" deep by 12' wide
4506 to 4575 - 4" deep by 12' wide
Sub-total, 1,700 C.Y.

The total additional quantities agreed upon during the inspection were 5,890 C.Y. The haul involved could not be estimated as it will require some prospecting for suitable material. When

[illegible] VED
[illegible] 1932

ED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

POST OFFICE BUILDING
PORTLAND, OREG.

April 12, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Lands Highway Projects Nos. 1-A, 1-B and 1-C, all on the Yellowstone Cutoff between Lakeview and Burns. In conformity with an agreement between your Mr. Probert and Mr. Davis of this office, the matter of the necessity for additional surfacing was investigated during a recent inspection.

The grading contract for F.L.H.P. No. 1-A (Valley Falls-Pike Ranch section) includes an item of earth cushion. The material so far secured under this item is a fine gravel which is the same as the pitrun gravel that will be placed under the new Lien surfacing contract, at practically the same price. In view of these facts, it is considered unnecessary to increase the surfacing quantities on this section at this time. Any additional surfacing found necessary can, according to our understanding, be placed in connection with the grading project.

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1384 to 1480 - 4" deep by 12'wide.
2608 to 2644 - 6" deep by 12' wide. (This is in addition to the 4" to 5" depth and 12' width already provided between these stations.
3018 to 3153 - 4" deep by 12' wide.
Sub-total, 4,190 C.Y.

On F.L.H.P. No. 1-C (Lake County Line-Okerman Ranch section), the following additions of stabilizer were considered necessary:

3790 to 3815 - 4" deep by 12' wide
4281 to 4300 - 4" deep by 12' wide
4506 to 4575 - 4" deep by 12' wide
Sub-total, 1,700 C.Y.

The total additional quantities agreed upon during the inspection were 5,890 C.Y. The haul involved could not be estimated as it will require some prospecting for suitable material. When

RECEIVED
[illegible] 1932

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

April 12, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Lands Highway Projects Nos. 1-A, 1-B and 1-C, all on the Yellowstone Cutoff between Lakeview and Burns. In conformity with an agreement between your Mr. Probert and Mr. Davis of this office, the matter of the necessity for additional surfacing was investigated during a recent inspection.

The grading contract for F.L.H.P. No. 1-A (Valley Falls-Pike Ranch section) includes an item of earth cushion. The material so far secured under this item is a fine gravel which is the same as the pitrun gravel that will be placed under the new Lien surfacing contract, at practically the same price. In view of these facts, it is considered unnecessary to increase the surfacing quantities on this section at this time. Any additional surfacing found necessary can, according to our understanding, be placed in connection with the grading project.

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1384 to 1480 - 4" deep by 12'wide.
2608 to 2644 - 6" deep by 12' wide. (This is in addition to the 4" to 5" depth and 12' width already provided between these stations.
3018 to 3153 - 4" deep by 12' wide.
Sub-total, 4,190 C.Y.

On F.L.H.P. No. 1-C (Lake County Line-Okerman Ranch section), the following additions of stabilizer were considered necessary:

3790 to 3815 - 4" deep by 12' wide
4281 to 4300 - 4" deep by 12' wide
4506 to 4575 - 4" deep by 12' wide
Sub-total, 1,700 C.Y.

The total additional quantities agreed upon during the inspection were 5,890 C.Y. The haul involved could not be estimated as it will require some prospecting for suitable material. When

this has been determined and the total probable final cost of the grading has been decided upon, you will be in a position to know very closely to the exact amount that will be available for additional surfacing. When this has been determined, it will no doubt be found that more than the above estimated 5,890 C.Y. can be placed. In the event that this is found to be true, it is believed that the 12' width should be increased to at least 16'. The thought behind this suggestion is that grades, alignment and visibility all tend to make this a high speed road. There are places where, if cars meet travelling at a high speed on the 12' section, accidents will no doubt result by the cars encountering the soft, fluffy material of which the sub-grade is composed.

With this information before you it is believed that you should be able to submit very promptly the estimates necessary for the modification of the agreement on all three Federal Lands Highway projects to include surfacing. As you know, this should be done as soon as possible in order that the funds may all be obligated before they lapse.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

#1305
Labor
1 LP 1a

May 13, 1932

Bureau of Labor,
101 Courthouse,
Portland, Oregon.

Attention of Mr. Charles H. Elrey

Gentlemen:

This is to acknowledge receipt of your letter of May 12, in which you enclose affidavit of W. R. Heuerman.

We are pleased to comply with Mr. Heuerman's request, and are enclosing herein certified copy of contract that was awarded by State Highway Commission to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview Highway in Lake County.

The surety bond, which was furnished by Union Indemnity Company, is set out on pages 100 and 101 of the contract.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

Lot #1305

CHAS. H. ELREY
ATTORNEY AND DEPUTY
COMMISSIONER OF LABOR

BRANCH OFFICE
101 COURTHOUSE
PORTLAND, OREGON

STATE OF OREGON
BUREAU OF LABOR
C. H. GRAM
COMMISSIONER
CAPITOL BUILDING
SALEM, OREGON

O. D. MATTHEWS, DEPUTY
324 N. SIXTH STREET
KLAMATH FALLS, OREGON

FRED O. SMALL, ATTORNEY
MELHASE BUILDING
KLAMATH FALLS, OREGON

RECEIVED
MAY 13 1932
OREGON
STATE HIGHWAY COMMISSION

Portland, Oregon,

May 12, 1932.

State Highway Commission,
State House,
Salem, Oregon.

Gentlemen:

Enclosed you will find affidavit of H. R. Heuerman, which is self explanatory. Kindly send the copy of contract and bond to this office.

Very truly yours,

BUREAU OF LABOR

By Charles H. Elrey
Deputy Commissioner of Labor

CHE/GK

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

I, H. R. Heuerman, being first duly sworn depose and say that I was employed by John Palmer and Freeman Bros, subcontractors under C. R. Johnson, Inc., original contractor, as a laborer at the rate of 50¢ per hour, and that I performed work, labor and services on behalf of the said John Palmer and Freeman Bros, subcontractors under C. R. Johnson, Inc., original contractor, on the Central Oregon Highway near Lakeview, Oregon; that I performed work in excess of eight hours per day, and that I have not been paid in accordance with the laws governing overtime work performed on behalf of the contractors on said state work; that there is due and owing me the sum of approximately $75.51 for said work, labor and services; that I have made demand upon said contractors for said sum, but said contractors have failed and refused to pay; that I make this affidavit to secure a certified copy of the bond and contract of C. R. Johnson, Inc., from the Highway Commission. This affidavit is made pursuant to the Oregon Law.

H. R. Heuerman

Subscribed and sworn to before me this 7 day of May, 1932.

Charles H. Elroy
Notary Public for Ore

My Commission expires 5/5/35.

#1305
Lohrer

7LP1a

April 26, 1932

Lorenz Company,
Klamath Falls,
Oregon.

Gentlemen:

Reference is made to your letter of the 22nd instant, concerning the contract awarded to C. R. Johnson for highway work in the vicinity of Lakeview, Oregon.

The contract to which you refer is State Highway Contract No. 1305 and is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. This contract comes under the supervision of the State Highway Department.

In connection with this project, Mr. Johnson was required to furnish a surety bond for the protection of claims incurred against the job. This bond is in the sum of $50,000 and was written by the Union Indemnity Company, for whom Hansen & Rowland, Inc., of Oregon are agents with offices in the Failing Building, Portland. In the event that you fail to secure any satisfaction from Mr. Johnson in the settlement of your claim, we would suggest that you take the matter up with the bonding company and also file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is attached.

Our records show that this project was approximately 50% complete on April 10, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

April 26, 1932

Union Indemnity Co.,
Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

We have been informed by Lorenz Co., of Klamath Falls that it has a claim against C. R. Johnson, in connection with the contract that was awarded to him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is for supplies furnished to Mr. Johnson during the past several months; we do not know the amount of the bill.

This information is given you as you appear as surety on the bond of the contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
Governor Building
Portland Oregon

#1305
Lake Co

LORENZ CO.
Mill and Industrial Supplies
KLAMATH FALLS, OREGON

try Lorenz Co. first

DISTRIBUTORS:

Fairbanks-Morse:
Diesel Engines
Motors
Engines
Pumps
Scales

Simonds:
Tool Bits
Knives
Files
Saws

Sager:
Logging Tools
Axes

Roebling:
Blue Center
Wire Rope

Johns-Manville
Pipe Covering
Packing
Roofing

Link & Belt:
Transmission
Pulleys
Chain

Conneaut:
Shovels

Austin-Western:
Road Machinery
Rock Crushers

Mallory:
Logging Blocks

A. P. Greene:
Empire Fire Brick
Quik-Pach Plaster
'Sairset

Tool-Steel:
Wedges and Sledges

Pipe:
Fittings
Valves

Belting:
Nott's Leather
Conveyor
Rubber

Plumbing-Heating:
Sheet Metal
Supplies

Hose:
Fire Protection
Suction
Steam
Garden

Hardware:
Nails
Bolts
Tools

Corrugated:
Roofing
Culvert

Electrical:
Supplies

April 22, 1932

Oregon State Highway Com.,
Salem, Ore.

Gentlemen: Attn. Mr. S. H. Probert.
Office Engineer.

We are wondering if you would be good enough to advise us if the project near Lakeview, Ore. on which C. R. Johnston is the general contractor, is under your supervision.

We have been furnishing supplies to Mr. C. R. Johnston, for the past three months, and although he has promised a number of times to send us a check to cover, we so far have failed to receive from him.

We dislike to trouble you with this matter, but your cooperation and assistance will be very greatly appreciated. A stamped, return envelope is enclosed.

Yours truly,

LORENZ CO.

By Geo P Davis

Geo. P. Davis.

GPD:MI

Pd. to Apr. 10 - $27,478.32
Returned $4,704.14.
April Est. #9 - $5,698.14 out for Sign on Apr. 22.
was 50% Complete on Apr. 10 -

ANSWERED
H. B. G.

Lake
ZLP-1a

April 25, 1932

Union Indemnity Company,
Hanson & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed with the Secretary of State by Spring Street Iron Works of Klamath Falls against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The amount of the claim is $55.50 and is for labor and materials furnished to John Palmer, subcontractor on the above described job.

This information is transmitted to you, as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building,
Portland

April 25, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of the 23rd instant, enclosing certified copies of notice of claim filed by Spring Street Iron Works, in the sum of $55.20, against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

As suggested by you, we are today forwarding copies of the notice to the contractor and the surety on his bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

B. Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
APR 25 1932
OREGON
STATE HIGHWAY COMMISSION

April 23, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by Spring Street Iron Works for labor and materials furnished in the sum of $55.20 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon, State Highway contract No. 1305.

We are enclosing a certified copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in thebond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM Secretary of State.

SPRING STREET IRON WORKS
Incorporated
Boilermakers, Ironworkers, Welders, Blacksmiths
Heavy Forgings, Logging Tools
Klamath Falls, Oregon

April 22, 1932

To

Hal E. Hoss
Secretary of State
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Spring Street Iron Works, has a claim for labor and materials furnished in repairing a shovel in the sum of $55.20 against the bond taken from John Palmer, sub-contractor under C. R. Johnson, in connection with the contract awarded him by the Oregon State Highway Commission for the construction of the Valley Falls - Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon, State Highway contract No. 1505.

This contractor is bonded by the Union Indemnity Company, for which Hansen and Rowland, Incorporated, with offices in the Failing Building, Portland, Oregon, are agents.

Very truly yours,

SPRING STREET IRON WORKS

CARL H. MASON
Carl H. Mason

CHM-s
cc-Union Indemnity Co.

Endorsed: File No. 2195
Filed April 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify :

That I have carefully compared the annexed copy of notice of claim by Spring Street Iron Works for labor and materials furnished in the sum of $55.20 against the bond taken from John Palmer, sub-contractor under C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, Oregon, State Highway contract No. 1305, with the original notice filed in the office of the Secretary of State on April 23, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 23rd day of April, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

Lake Co

FLP-1a

April 20, 1932

Spring Street Iron Works,
Klamath Falls,
Oregon.

Attention of Mr. Carl E. Mason

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 19th instant, advising us of your claim in the sum of $55.20 against John Palmer, who worked as a subcontractor under C. R. Johnson in connection with the contract awarded him by the State Highway Commission for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305.

The State Highway Commission holds the original contractor responsible and liable for the satisfactory settlement of claims incurred against the project, whether incurred by him or his subcontractors. For the protection of claims, the contractor is required to furnish a bond. In the present instance, Mr. Johnson was required to furnish such a bond, which was written by the Union Indemnity Company for which Hanson & Rowland, Inc., are local agents, with offices in the Failing Building, Portland, Oregon. We offer this bond to you for the protection of your claim, and would suggest that you communicate with the bonding company with respect thereto. We would also suggest that you file notice of your claim with the Secretary of State in conformance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your further information.

According to our usual practice, we are today advising the surety company and the contractor that your claim has been filed with us.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

April 20, 1932

Union Indemnity Company,
% Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

Spring Street Iron Works of Klamath Falls have today filed a claim with us against State Highway Contract No. 1305, which was awarded to C. R. Johnson for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

The claim is in the sum of $55.20 and is for labor performed for John Palmer, a subcontractor under C. R. Johnson.

This notice is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

cc C. R. Johnson
Governor Building
Portland, Oregon

COLLUM
FRANK M. LOOSLEY

Spring Street Iron Works
INCORPORATED
Boilermakers, Ironworkers, Welders, Blacksmiths
Heavy Forgings, Logging Tools
KLAMATH FALLS, OREGON

April 19, 1932

Mr. H. B. Glaisyer
Secretary State Highway Commission
Salem, Oregon

Dear Sir:

In December we did some work for Mr. John Palmer, who was working on the C. R. Johnson contract on the Yellowstone Cut-off, amounting to $55.20.

We have endeavored to collect this bill from Mr. Palmer without any success, and so took the matter up with Mr. C. R. Johnson, 414 Exchange Building, Portland, but have not heard from him.

This bill is long past due and we are wondering if it will be possible to collect it through your office.

Very truly yours,

SPRING STREET IRON WORKS

Carl H. Mason

CHM-s
Carl H. Mason

ANSWERED
H. B. G.

#1305
Lake Co

FLP 1-a

April 15, 1932

Miller Machine Works,
Lakeview,
Oregon.

Gentlemen:

We are in receipt of your bill, dated April 1932, against C. R. Johnson Construction Company in the sum of $70.42 for materials and labor.

Evidently, these materials and labor were furnished to Mr. Johnson in connection with State Highway Contract No. 1305 that was awarded to him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

In connection with all state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of all labor and material claims incurred against the project. In this instance, Mr. Johnson furnished the State with a bond for $50,000, which was written by Union Indemnity Company, for which Hansen & Rowland, Inc., are agents, with offices in the Failing Building Portland, Oregon. We would suggest that you communicate with the local agents of the bonding company relative to your claim. If it is not taken care of by them within a reasonable length of time, you should file notice of your claim with the Secretary of State, in accordance with the provisions of Chapter 280, Oregon Laws for 1931, a mimeographed copy of which is enclosed for your information.

According to our usual practice, we are todaying notifying the surety that you have a claim against the above described project.

If your claim is not against State Highway Contract No. 1305, please advise and we will give you the correct designation of the contract, and the name of the bonding company.

Very truly yours, COMMISSION

STATE HIGHWAY

By

Secretary

AJ

April 15, 1932

Union Indemnity Company,
Hansen & Rowland, Inc.,
Failing Building,
Portland, Oregon.

Gentlemen:

We have today been informed that Miller Machine Works of Lakeview have a claim against C. R. Johnson.

This claim is in the sum of $70.42 and is for labor and materials furnished to Mr. Johnson in connection with the state highway contract that was awarded to him for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

According to our records you furnished the surety bond in this instance and we are, therefore, giving you this notice.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
Governor Building,
Portland, Ore.

April 1932

M C. R. Johnson Constr. Co.

To Miller Machine Wks. Dr.

Lakeview, Ore.

Terms

Billheads No 10.

Apr.	11	welding boom on shovel			7	50
"	12	welding crank case			12	50
"	"	building up clutches			5	—
"	"	48 lbs. plate to order			3	68
"	"	28 " " for shovel			2	24
"	"	labor on plates, welding			7	50
"	13	welding boom			15	—
"	"	" "			15	—
"	"	welding cable hook			2	—
				$	70	42

is fixed as the completion

5. Name of Bonding Company: U. S. Fidelity & Guaranty Company; the local agent is C. O. Price, Porter Building, Portland, Oregon.

6. The amount of the bond: $16,850.00.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

FLP-1a

April 13, 1932

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Attention of Mr. G. H. Schattner, District Manager

Gentlemen:

In reponse to your inquiry of April 11, we are pleased to give you the following information relative to the state highway contract that was awarded to Knute Lien on March 16, 1932:

1. Name of original contractor: Knute Lien

2. Description of job including job number: 30 miles surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties - State Highway Contract No. 1581

3. The amount of job: $16,850.00

4. The approximate date of completion: July 31, 1932 is fixed as the completion date in the contract

5. Name of Bonding Company: U. S. Fidelity & Guaranty Company; the local agent is C. O. Price, Porter Building, Portland, Oregon.

6. The amount of the bond: $16,850.00.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Union Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT.
UNION GASOLINE, KEROSENE AND DISTILLATE.
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon

April 11, 1932.

RECEIVED
APR [illegible] 1932

State Highway Department,
Salem, Oregon.

Gentlemen: RE: Knute Lien
Bonded Job

We have been advised that Mr. Knute Lien was awarded a bonded job working on the Yellowstone Cut-off in the vicinity of Burns, Oregon. We are contemplating making deliveries to Mr. Lien of petroleum products to be used for this particular job and would appreciate receiving the following information.

1. Name of original contractor.
2. Description of job including job number.
3. The amount of job.
4. The approximate date of completion.
5. Name of bonding company, together with local agent's name and address.
6. The amount of the bond.

For your convenience in replying and inclosing the above data you will find attached a self-addressed, stamped, envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schettler
District Manager.

LC:R

Inc.

7LP-1a

April 5, 1932

Mr. Knute Lien,
659 Andover Place,
Portland, Oregon.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview Burns Highway in Lake and Harney Counties.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

#1331
Lake & Harney

7LP-1a

March 28, 1932

Shell Oil Company,
Klamath Falls, Oregon.

Attention: H. C. Dixon.

Gentlemen:

Receipt is acknowledged of your letter of March 26th concerning the Knute Lien contract in Lake and Harney Counties.

Please be advised that this is our contract No. 1331 and is known as the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, 30.0 miles of surfacing.

This contract was awarded to Mr. Lien by the State Highway Commission on March 16th, 1932. The bond in connection with the contract was furnished by the United States Fidelity & Guaranty Company for whom C. O. Price, who has offices in the Porter Building, Portland, Oregon, is resident agent. The amount of the bond is $16,850.00. The completion date of this project is July 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

PETROLEUM PRODUCTS

SHELL OIL COMPANY

Klamath Falls, Oregon.

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

March 26th, 1932.

RECEIVED
MAR 28 1932
OREGON
STATE HIGHWAY COMMISSION

Oregon State Highway Commission
Salem, Oregon.

Gentlemen;

We were recently advised that a Mr. Knute Lein , of Portland, Oregon, had been awarded a bid for a graveling job on the "Lakeview - Burns Highway".

We would appreciate it very much if you would give us the following information;

Description of job.

Whether principal or sub contractor.

Amount of Bond

Name & address of Bonding Campany

Thanking you for this consideration.

Sincerely yours,

SHELL OIL COMPANY

K

Credit Department.

/D

#1305

7LP-1a

March 26, 1932

Hal E. Hoss
Secretary of State
Capitol Building
[illegible]

Dear Sir:

This is to acknowledge receipt of your letter of the 25th instant in which was inclosed three certified copies of the notice of claim of Harold Graves for labor performed in the sum of $106.05 against C. R. Johnson for work on the Lakeview-Burns Highway in Lake County, state highway contract No. 1305.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

March 26, 1932

Union Indemnity Company
Hansen & Rowaldn, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith certified copies of notices of claim which have been filed in the office of the Secretary of State against C. R. Johnson in connection with the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, said claims being those of Forest Blair for labor performed in the sum of $60.00 and of Harold Graves for labor performed in the sum of $106.05.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon.

Secretary of State

C. N. LAUGHRIGE
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

RECEIVED
MAR 26 1932
OREGON
STATE HIGHWAY COMMISSION

March 25, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Lon L. Parker, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Harold Graves for labor performed in the sum of $106.05 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway contract No. 1305, project No. 1387.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

Collections, Investigations,
Reports

General Practice in all City, County,
State and Federal Courts

LON L. PARKER
Lawyer
607 Chamber of Commerce Bldg.

NOTICE OF A CLAIM AGAINST BOND OF C. R. JOHNSON, an individual,

Portland, Oregon February 25th, 1932.

with offices at 414 Governor Building, Portland, Oregon State Highway Commission of State of Oregon and Hal E. Hoss, Sec. of the State of Oregon.

Notice is hereby given that the undersigned, Harold Graves, has a claim for labor for himself for the sum of $106.05 against the bond taken from C. R. Johnson, as individual, as principal, and Union Indemnity Company, a corporation, as surety, for the work in the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1387 and said contract being between the State Highway Commission of the State of Oregon and C. R. Johnson as contractor with contract No. 1505 of the State Highway Commission.

The following is a statement of the nature and circumstances of the claim of Harold Graves:

Bill of Harold Graves for C. R. Johnson, Contractor; F. L. Brown, Sub.

Statement of amount of wages due and material furnished by use of my machine operated by me;

From December 15th, 1931 to February 6th, 1932

Labor for January and February, 1932 at 50 cents per hour	$47.05
Overtime and trips with my machine in December, 1931	$13.50
Overtime and trips with my machine in January, 1932	$45.50
Total	$106.05

on the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County no part of which has been paid leaving due and owing unto claimant the sum of $106.05.

Dated at Roseburg, Oregon, February 23rd, 1932.

HAROLD GRAVES
CLAIMANT

STATE OF OREGON)
COUNTY OF DOUGLAS) ss

I, Harold Graves, being first duly sworn depose and say that I am the claimant of the foregoing claim and I know the facts set out further therein are true and there is no offset or claim against the same as I verily believe.

HAROLD GRAVES
CLAIMANT

Subscribed and sworn to before me this 29th day of February, 1932.

(SEAL)

R. O. YOUNG
Notary Public for Oregon
My Commission expires
My Commission Expires March 5, 1935

Endorsed: File No. 2028
Filed March 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Harold Graves for labor performed in the sum of $106.05 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway contract No. 1305, with the original notice filed in the office of the Secretary of State on March 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of March, A. D. 1932.

Hal E Hoss

Secretary of State

#1305

7LP,1a

March 26, 1932

Mr. Hal E. Hoss
Secretary of State
Capitol Building

Dear Sir:

This is to acknowledge receipt of your letter of March 25th in which was inclosed three certified copies of the notice of claim of Forest Blair for labor performed in the sum of $60.00, which claim is against C. R. Johnson in connection with the work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1305.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

PW

March 26, 1932

Union Indemnity Company
Hansen & Rowalds, Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith certified copies of notices of claim which have been filed in the office of the Secretary of State against C. R. Johnson in connection with the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, said claims being those of Forest Blair for labor performed in the sum of $60.00 and of Harold Graves for labor performed in the sum of $106.05.

This information is given you since you appear as surety on the bond furnished in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Bldg.
Portland, Oregon.

Hoss
Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
MAR 26 1932
OREGON
STATE HIGHWAY COMMISSION

March 25, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received from Lon L. Parker, Attorney, Portland, Oregon, and filed as of this date, a notice of claim by Forest Blair for labor performed in the sum of $60.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway, State Highway contract No. 1305.

We are enclosing a certified copy of this notice for your information and files together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

HM

Secretary of State.

United States of America

Notice of claim against the bond of C. R. Johnson, an individual, with offices at 414 Govenor Building, Portland, Oregon State Highway Commission of State of Oregon and Hal E. Hoss, Sec. of the State of Oregon.

Notice is hereby given that the undersigned, Forest Blair, has a claim for labor for himself for the sum of $60.00 against the bond taken from C. R. Johnson, an individual, as principal and Union Indemnity Company, a corporation, as surety, for the work in the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1587 and said contract being between the State Highway Commission of the State of Oregon and C. R. Johnson as contractor with contract No. 1505 of the State Highway Commission.

The following is a statement of the nature and circumstances of the claim of Forest Blair:

Bill of Forest Blair for C. R. Johnson, Contractor: F. L. Brown, Sub.

State^{ment}/of amount of wages due on the construction of the Valley Falls-Pike Ranch Section on the Lakeview-Burns Highway in Lake County on wages due from January 6th, 1932 to January 27th, 1932, making 15 days of 8 hours per day at 50 cents per hour no part of which has been paid leaving due and owing the sum of $60.00. Dated at Portland, Oregon February 23, 1932.

FOREST BLAIR Claimant

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss

I, Forest Blair, being first duly sworn depose and say that I am the claimant of the foregoing claim and I know the facts set out further therein are true and there is no offset or claim against the same as I verily believe.

FOREST BLAIR
Claimant

Subscribed and sworn to before me this 23rd day of February 1932.

(SEAL)

EUGENE H. DOWLING
Notary Public for Oregon

My commission expires Feb. 17, 1936

Endorsed: File No. 2029
Filed March 25, 1932
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify:

That I have carefully compared the annexed copy of notice of claim by Forest Blair for labor performed in the sum of $60.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway contract No. 1305, with the original notice filed in the office of the Secretary of State on March 25, 1932, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 25th day of March, A. D. 1932.

Hal E. Hoss

Secretary of State

#1305

7LP-1A

March 25, 1932

Mr. Lon L. Parker,
Attorney at Law,
607 Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 24th instant, enclosing two affidavits of claims against the bond furnished by C. R. Johnson in connection with the contract awarded to him by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County; said claims being those of Forest Blair, in the sum of $60.00, and Harold Graves, in the sum of $106.05.

In conformance with our usual practice, we are today calling the matter to the attention of the contractor and the surety on the bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

March 25, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. of Oregon,
Failing Building,
Portland, Oregon.

Gentlemen:

We have received today through Lom L. Parker, Portland attorney, the following notices of claims against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County:

Forest Blair, for services rendered F. L. Brown, subcontractor	$60.00
Harold Graves, for services and materials furnished F. L. Brown, subcontractor	$106.05

This information is given you as you furnished the surety bond for the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HRB:AJ

cc C. R. Johnson
Exchange Bldg.
Portland

Collections, Investigations,
Reports

ne Practice In All City, County,
State and Federal Courts

LON L. PARKER
LAWYER
607 Chamber of Commerce Bldg.
Portland, Oregon

RECEIVED
MAR 25 1932
OREGON
STATE HIGHWAY COMMISSION

March 24,1932

Oregon State Highway Commission
Salem, Oregon

ATTENTION: H.B. GLAISYER,Secretary

Gentlemen:

Herewith please find enclosed two (2) affidavits of claim against the bond of C.R. Johnson and wish to thank your office for the courtesy of having previously sent me a certified copy of contract covering Project No. 1387 on which these two claimants towit;Forest Blair and Harold Graves, have a claim against the said bond furnished by the Union Indemnity Company.

Respectfully submitted, I remain

Very sincerely yours,

Lon L Parker

LLP/TP

Notice of claim against the bond of C.R. Johnson, an Individual, with offices at 414 Govenor Building, Portland, Oregon State Highway Commission of State of Oregon and Hal E. Hoss, Sec. of the State of Oregon.

Notice is hereby given that the undersigned, Forest Blair, has a claim for labor for himself for the sum of $60.00 against the bond taken from C.R. Johnson, an individual, as principal and Union Indemnity Company, a corporation, as surety, for the work in the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon, Project No. 1387 and said contract being between the State Highway Commission of the State of Oregon and C.R. Johnson as contractor with contract No. 1305 of the State Highway Commission.

The following is a statement of the nature and circumstances of the claim of Forest Blair:

Bill of Forest Blair for C.R. Johnson, Contractor: F.L.Brown, Sub.

Statement of amount of wages due on the construction of the Valley Falls-Pike Ranch Section on the Lakeview-Burns Highway in Lake County on wages due from January 6th, 1932 to January 27th, 1932, making 15 days of 8 hours per day at 50 cents per hour no part of which has been paid leaving due and owing the sum of $60.00. Dated at Portland, Oregon February 23, 1932.

Forest Blair
Claimant

STATE OF OREGON
COUNTY OF MULTNOMAH

I, Forest Blair, being first duly sworn depose and say that I am the claimant of the foregoing claim and I know the facts set out further therein are true and there is no offset or claim against the same as I verily believe.

Forst Blair
Claimant

Subscribed and sworn to before me this 23rd day of February, 1932.

Notary Public for Oregon
My commission expires Feb 12-1936

COLLECTIONS, INVESTIGATIONS, REPORTS

PRACTICE IN ALL CITY, COUNTY, STATE AND FEDERAL COURTS

LON L. PARKER
LAWYER
607 CHAMBER OF COMMERCE BLDG.

NOTICE OF A CLAIM AGAINST BOND OF C.R. JOHNSON, an individual,

PORTLAND, OREGON **February 25th, 1932.**

with offices at 414 Governor Building, Portland, Oregon State Highway Commission of State of Oregon and Hal E. Hoss, Sec. of the State of Oregon.

Notice is hereby given that the undersigned, Harold Graves, has a claim for labor for himself for the sum of $106.05 against the bond taken from C.R. Johnson, an individual, as principal and Union Indemnity Company, a corporation, as surety, for the work in the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State of Oregon , Project No. 1387 and said contract being between the State Highway Commission of the State of Oregon and C.R. Johnson as contractor with contract No.1305 of the State Highway Commission.

The following is a statement of the nature and circumstances of the claim of Harold Graves:

Bill of Harold Graves for C.R. Johnson, Contractor; F.L. Brown, Sub.

Statement of amount of wages due and material furnished by use of my machine operated by me;

From December 15th, 1931 to February 6th, 1932
Labor for January and February, 1932 at
50 cents per hour------------------------$47.05
Overtime and trips with my machine in
December, 1931---------------------------$13.50
Overtime and trips with my machine in
January, 1932----------------------------$45.50
Total---------$106.05

on the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County no part of which has been paid leaving due and owing unto claimant the sum of $106.05.

Dated at Roseburg, Oregon, February 23rd, 1932.

STATE OF OREGON)
COUNTY OF ~~MULTNOMAH~~ Douglas) ss

Harold Graves
CLAIMANT

I, Harold Graves, being first duly sworn depose and say that I am the claimant of the foregoing claim and I know the facts set further therein are true and there is no offset or claim against the same as I verily believe.

Harold Graves
CLAIMANT

Subscribed a to before me this 29th day of February, 1932.

R.O. Young
Notary Public for Oregon
My commission expires___________

7 L P-1a

March 24,1932

Home Supply Co.,
Lakeview,
Oregon

Gentlemen:

Receipt is acknowledged of your letter of March 14th and March 21st, addressed to H. B. Glaisyer, and which have just been handed to the Legal Department for reply.

We regret to advise that it is not our policy to definitely give opinions relative to those who may be in a position similar to yours. There are always so many peculiar facts which may control the particular situation and which are not within our knowledge that we consider the giving of opinions as a dangerous policy.

However, in order to be of assistance to you we are sending you herewith a certified copy of contract No.1505 awarded to C. R. Johnson covering the grading of the Valley-Falls-Pike Ranch section of the Lakeview-Burns highway in Lake county. This contract is complete, including the bond.

It is our suggestion to you that it would be advisable in order to definitely protect your interest to consult an attorney and lay the exact facts before him. In case the decision has not come to such an attorney's attention we would suggest that the case of City of Portland vs. Hellenbrand, given in the Advance Opinions of the Oregon Supreme Court for March 15, 1932, has a very interesting bearing upon your situation.

Very truly yours,
J. M. DEVERS

BY
J. W. DE SOUZA

JWD:EH

LAKEVIEW PAISLEY PLUSH ADEL

HOME SUPPLY COMPANY

WHOLESALE AND RETAIL
OUR OVERHEAD IS LESS - - WE SELL FOR LESS
LAKEVIEW, OREGON

Y'S
and SUPPLY
STOREHOUSE

- COFFEE
- DRIED FRUITS
- CANNED FRUITS
- GROCERIES
- LARD
- CURED MEATS
- NUTS
- MILK
- SUGAR
- SOAP
- FLOUR
- FRESH VEGETABLES
- JARS FOR CANNING
- GUNS
- AMMUNITION
- MEN'S CLOTHING
- STAR BRAND SHOES AND BOOTS
- BARBED WIRE
- FIELD FENCING
- WIRE
- FIELD POSTS
- LESLIE STOCK SALT
- CREAM SEPARATORS
- BARLEY
- CORN
- RYE
- SEEDS AND FEEDS
- MILL SUPPLIES
- SHEARING SUPPLIES
- TENTS
- ROOFING
- ROPE
- NAILS
- FARM IMPLEMENTS AND MACHINERY
- MOWERS
- WAGONS
- PLOWS
- HARROWS
- ATKINS SAWS & FILES

AGENTS
for

McCORMICK-DEERING HARVESTING AND PLANTING MACHINERY AND PARTS

RECEIVED
MAR 23 1932
OREGON
STATE HIGHWAY COMMISSION

March 21, 1932.

Or. State Highway Commission,
Mr. [illegible], Salem, Oregon.

Dear Mr. [illegible]:

It is not our purpose to make a collection agency out of your office, [illegible] to get our money [illegible], but we most earnestly desire to [illegible] what protection, if any, we have from any [illegible] that Mr. Johnson company have given [illegible] your commission, to insure their fulfilling the/ contract that they have on the [illegible] Stone Cut Off.

On March 14th we wrote you, asking for information, and up to this date have received no reply.

If we had a copy of the contract, and the bond, that Mr. Johnson gave to the state, we would most [illegible] send it to our attorney for an opinion.

As stated in our former letter, Mr. Johnson is [illegible] his account of our store, and we are thankful for this business, if we know that our money is secure.

May we most earnestly ask that you give us [illegible] information you can [illegible], as we desire to [illegible] at the earliest possible date.

Yours sincerely,

The Home Supply Company,

J J [illegible]

TY'S
and SUPPLY
STOREHOUSE

- COFFEE
- DRIED FRUITS
- CANNED FRUITS
- GROCERIES
- LARD
- CURED MEATS
- NUTS
- MILK
- SUGAR
- SOAP
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- WAGONS
- PLOWS
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- ATKINS SAWS & FILES

AGENTS
for
McCORMICK-DEERING HARVESTING AND PLANTING MACHINERY AND PARTS

LAKEVIEW PAISLEY PLUSH ADEL

HOME SUPPLY COMPANY
WHOLESALE AND RETAIL
OUR OVERHEAD IS LESS - - WE SELL FOR LESS
LAKEVIEW, OREGON

March 14, [illegible].

Oregon State Highway Commission,

Mr. Glaisyer, Adel, Oregon.

Dear Sir:

Mr. Crowley, referred me to you for some information we would like to have regarding C. R. Johnson, who has a contract on the Yellow Stone Cut Off.

We have been selling Mr. Johnson for some time and the account has not been paid as promptly as we would like. About a week ago we effected a partial settlement with Mr. Johnson, and at that time he asked if we would extend our terms to him to 60 days, instead of 30 days. We asked for references, which he gave us. These references in all details are not too satisfactory.

We have been told that the Bonding Company is liable for all supplies on this job. Is that correct? Our supplies are mostly food, and are either used in their cook house, where the men pay board which is deducted from their pay check, or is used by men under written orders from their superintendent, and that food, deducted from their pay check. In other words our supplies are used as part pay in paying off their men. Would the Bonding Company be liable for any unpaid balances due us?

We want this business if we are sure of our money, but do not want it if there is an element of risk to it.

We thank you in advance for your full information.

Yours truly,

Home Supply Company,

By J. J. Van Keulen

7LP-1a

March 23, 1932

Knute Lien,
659 Andover Place,
Portland, Oregon.

Dear Sir:

We are sending you today by express four copies of contract #1331, which was awarded to you by the State Highway Commission on March 16, 1932, covering the surfacing of the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway in Lake and Harney Counties.

Will you kindly execute all four copies of this contract as to agreement and bond, and return them to this office for approval by the Highway Commission? When this is done, a fully executed copy will be returned to you for your records and files. We will also send an executed copy to the surety on your bond.

Your attention is called to the paragraph on page 7 of the contract and on the page marked "Additional Special Provisions" relating to the Workmen's Compensation Act, the terms of which you are expected to accept and to carry on your operations in strict compliance therewith.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

J

#1305

7LP-1a

March 22, 1932

Mr. Oscar H. Parrein,
Silver Lake,
Oregon.

Dear Sir:

Your letter of the 16th inst., directed to Mr. Hal E. Hoss, Secretary of State, has been referred to this department, inasmuch as it concerns a contract awarded by the State Highway Commission.

The contract to which you refer is State Highway Contract No. 1305, awarded to C. R. Johnson by the State Highway Commission, and is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

In connection with this contract, Mr. Johnson was required to furnish the State with a surety bond for the protection of claims incurred against the project. This bond is offered to you for the protection of your claim. The bond was written by the Union Indemnity Company, for whom Hansen & Rowland Inc. are agents, with offices in the Failing Building, Portland, Oregon. It is suggested that you take the matter up with the bonding company and ascertain whether or not they can assist you in securing settlement. I would also suggest that you see Mr. Johnson. It may be that he will do something for you. If you secure no satisfaction from either Mr. Johnson or the bonding company, then you still have recourse to action in the courts, if you so desire, according to the Oregon statutes, a copy of which I enclose. You should also file notice of your claim with the Secretary of State prior to the expiration of a period of six months from the date of completion of the contract.

The Highway Commission has no dealings with subcontractors, but holds the original contractor and his bondsmen responsible and liable for the satisfactory settlement of claims incurred against state highway contract projects.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

March 22, 1932

Union Indemnity Company,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We are today informed by Oscar R. Parrein of Silver Lake, Oregon, that he has a claim against C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. The claim is in the sum of $21.05, and is for blacksmith work that was done by Mr. Parrein for Mr. J. Palmer, subcontractor.

This information is given you as you appear as surety on the bond of the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson
414 Exchange Bldg.,
Portland

E. Hoss
Secretary of State

OSCAR'S GARAGE & SERVICE STATION

STATE OF OREGON
Department of State
SALEM

C. N. Laughrige
Deputy Secretary

RECEIVED
MAR 1932

March 21, 1932

Mr. Oscar H. Parrein,
Silver Lake, Oregon.

My dear Mr. Parrein:

Your letter of March 16th concerning blacksmith work which you have done on plows for J. Palmer, is being referred to the highway department.

I am sure you will receive an early reply from that office.

COPY

Sincerely yours,

Secretary of State

HEH:PB

OSCAR'S GARAGE & SERVICE STATION
Oscar H. Parrein
BLACKSMITHING
SILVER LAKE, OREGON

Silver lake march 16, 1932

dear sir Hoss

i received your letter and cheque where i thank you i need bad i wish you can send me the other or you can i am way be'hind me bills and the bank that where i give the highway the pump because can buy no gass ,

Hoss i have doing some blacksmith work on fressnos and plow for J. Palmer where have contract for Johnson in Valley falls after all fix up and paid me material send me letter broke and Johnson going paid the bills i turn over to the engineer here Slevans send letter for me never have answer i wish you take matter over with the highway and Johnson the paid that bill $ 21.05 i need it and here i help the people out for work and gass have no money working on the highway dont whant the paid up now what can i do the have no money send the bill to the highway or give to the engineer

your truly

Oscar H Parrein

RECEIVED
MAR 18 1932

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS.
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. ......

POST OFFICE BUILDING,
PORTLAND, OREG.

March 17, 1932 FLP-1a

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Lands Highway Project No. 1-A, Surfacing Valley Falls - Pike Ranch Section of Lakeview Burns Highway, were recommended for approval on March 12, 1932.

You are hereby authorized to claim payment for all work done subsequent to this date of this recommendation provided, however, that this authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer.

J A Elliott
J. A. ELLIOTT
Senior Highway Engineer

GPO

FLP-1

UNITED STATES DEPARTMENT OF AGRICULTURE.
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No.——

POST OFFICE BUILDING,
PORTLAND, OREG.

March 11, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
1932

Dear Sir:-

Receipt is acknowledged of papers and sections covering the placing of pit-run gravel and cinders on Oregon Federal Lands Highway Projects 1-A, 1-B, and 1-C.

It is noted that these papers all refer to this construction as "surfacing", whereas it should properly be called sub-grade stabilizer. In forwarding these papers we are designating it as "sub-grade stabilizer", and when submitting the revised estimates based on low bid prices it is requested that they show this work as such.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

FORM 2-C-1 2010 1000 12-31
COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS
H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

72P-10

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

March 11, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 1 1932

Dear Sir:

Attached hereto please find Mr. Lytle's estimate of cost of surfacing the Valley Falls-Okerman Ranch Section of the Lakeview-Burns Highway, which is advertised to be let March 16th.

Yours very truly

H. L. Lytle
Division Engineer

By J. A. Hardie
J. A. Hardie

jah/c
encls.

FORM 2-G-1 2010 1000 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

72P-10

March 11, 1932.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

RECEIVED
MAR 1932

Dear Sir:

Attached hereto please find Mr. Lytle's estimate of cost of surfacing the Valley Falls-Ckerman Ranch Section of the Lakeview-Burns Highway, which is advertised to be let March 16th.

Yours very truly

H. L. Lytle
Division Engineer

By G. G. Hardie
G. G. Hardie

jah/c
encls.

DIVISION ENGINEER'S

ESTIMATE OF COST OF SURFACING THE

VALLEY FALLS-CHEWMAN RANCH SECTION OF THE

LAKEVIEW-BURNS HIGHWAY.

30.0 Miles of Surfacing.

Items	Quantities		Unit Price		Amount
Pit run surfacing	30,000	cu. yds.	@ .45	=	$13,500.00
Pit run cinder surfacing	1,000	" "	@ .45	=	450.00
Truck hauled filler	3,000	" "	@ .30	=	900.00
Hauling gravel	72,000	yd. mi.	@ .13	=	9,360.00
Hauling cinders	4,000	" "	@ .09	=	360.00
Hauling filler	5,000	" "	@ .13	=	650.00
					$25,220.00

#1305

7LP-1a

February 28, 1932

Mr. James L. Conley,
Attorney and Counselor at Law,
Failing Building,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 19th instant, enclosing assignment given by Mr. Johnson to the Bank of California of all monies due, or to become due, in connection with his contract for the construction of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

We shall be pleased to honor this assignment, provided it is prepared in a form which meets with the approval of the Secretary of State. Forms that meet with his approval are enclosed in this letter for your convenience. One is in the sum of $2,465.00, covering current estimate, which will be ready for payment within the next few days, and the other is a blanket assignment, to cover monies which may become due on future estimates. These assignments are made in duplicate, and both copies, properly executed, should be returned to us. Also, the assignments must be approved by the surety on the bond furnished by Mr. Johnson in connection with his contract. The approval of the surety company may be given on the assignment forms, or may be given in a separate letter, whichever is more convenient.

Pending the return of the enclosed blanks, properly executed, payments to Mr. Johnson in connection with this work will be held up. Payment will be expedited as much as possible as soon as the assignments are returned with the consent of the surety.

Very truly yours,

STATE HIGHWAY COMMISSION

By

HBG:AJ

Secretary

#1278
#1305

FLP-1a

February 23, 1932

Mr. Lon L. Parker, Lawyer,
Chamber of Commerce Bldg.,
Portland, Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 19th inst., requesting certified copies of certain contracts awarded by the State Highway Commission to Harmon & Tittle and C. R. Johnson.

It is noted that you mention highway work performed by Harmon & Tittle at Oakridge, and that you also mention Mr. F. L. Brown in connection with this work. Oakridge is on the Willamette Highway, and our records fail to disclose where the State Highway Commission has ever awarded a contract either to Harmon & Tittle, or F. L. Brown, for any work on this particular highway. Our records do show that the State Highway Commission awarded a contract to Harmon & Tittle for the grading of the Gate Creek-Nimrod Section of the McKenzie Highway in Lane County, being State Highway Contract No. 1278. I believe that Mr. Brown performed certain work for Harmon & Tittle on this project. A certified copy of this contract is being mailed to you under separate cover.

Our records show that the State Highway Commission awarded to C. R. Johnson the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1305. We are not advised what connection Mr. F. L. Brown had with this work. A certified copy of this contract is also being sent to you under separate cover.

Mr. Lon L. Parker, Lawyer,
Page 2.

According to the provisions of the statutes, certified copies of contracts may be secured by the filing of an affidavit of claim. We are sending you these certified copies prior to the receipt of such affidavits, but we expect you to file these during the next few days.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

RBG:AJ

LLECTIONS, INVESTIGATIONS,
REPORTS

PRACTICE IN ALL CITY, COUNTY,
TATE AND FEDERAL COURTS

LON L. PARKER
LAWYER
607 CHAMBER OF COMMERCE BLDG.

PORTLAND, OREGON

RECEIVED
FEB 20 1932
OREGON
STATE HIGHWAY COMMISSION

FEBRUARY
19 th
1932

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H.B. Glaisyer,
Secretary

Dear Sir:

RE: Valley Falls Pike Ranch
section of Burns Lakeview
Highway:Contract # 1305:
McKenzie Highway etc.

Harmon & Tittle, general contractors, and F.L. Brown, a probable subcontractor, in April & May, 1931 graded and surfaced or constructed on a highway at Oakridge; also did some work on the McKenzie Highway at about the same time.

Also the Johnson Contract Co. or C.R. Johnson, general contractors, and said F.L. Brown did a similar job at Valley Falls, as above indicated contract No. 1305, near Lakeview, and I believe are still on this work.

Now in behalf of employees I will thank your office for a certified copy of the contract and bond between the O.S.H.C. and the contracting construction company on these jobs who are either said Harmon & Tittle and Johnson Contract Co.: C.R. Johnson or said Brown.

Again thanking you for the courtesy of your office, I remain

Very truly yours,

Lon L. Parker

LLP/TP

#1305

7LP-12

February 8, 1932

Holger Maarson,
Alma Roper,
Dewrey Central,
Valley Falls, Oregon.

Dear Sirs and Madam:

We are in receipt of your letter of January 31, in which you inform us that Mr. Palmer, or Mr. Johnson, owes you money for work performed.

It is very likely that you have reference to the state highway contract that was awarded to Mr. C. R. Johnson, which is officially designated as State Highway Contract No. 1305, and is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. Mr. John Palmer appears on our records as subcontractor under Mr. Johnson.

We are not in a position to help you to collect your claims, but will advise you what steps to take in order to protect them. All contractors to whom state highway contracts are awarded are required to furnish the State with a surety bond for the protection of claims against the project, whether incurred by the original contractor or his subcontractors. In this instance Mr. Johnson secured a bond in favor of the State of Oregon, in the sum of $50,000. It was written by the Union Indemnity Company, for which Hansen & Rowland, Inc., are local agents, with offices in the Failing Building, Portland, Oregon. This bond is offered to you for the protection of your claims.

We suggest that you write the agents for the bonding company and inform them regarding your bills and if you do not secure a favorable reply or satisfactory settlement that you file a notice of your claim with the Secretary of State, Salem, in accordance with the provisions of Chapter 280 of the Oregon Laws of 1931, a mimeographed copy of which is attached for your information. You will find therein a sample form of notice of claim, the wording of which you could use in making out the notices.

In accordance with our usual practice, we are today notifying the bonding company relative to your bills.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 8, 1932

Union Indemnity Company,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of letter received from Alma Roper, Holger Enarson and Dewey Cantrel of Valley Falls, Oregon, in which they state that Mr. Palmer, or Mr. Johnson, owes them monies for work performed.

No doubt they have reference to State Highway Contract No. 1305, which was awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. John Palmer appears as subcontractor on our records.

This information is given you as you wrote the bond for the original contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc C. R. Johnson,
Exchange Bldg.,
Portland, Ore.

#1365

728-19

Valley Falls Ore
1—31—32

The State High way Com:-

Gen:- as we are writing to you a bout our wages that is due us from Mr palmer or Mr Johnson as they haved had to estimates and we dont seem to be able to Get our money due us on the work done and we sure need it as our Famalies Need Grocies and the stores Cant Carry us very Long at a time all we want What is due us and we need it Bad Right Now as we haved waited our time for them to Get ~~our~~ things fixed up we haved done our part as we are just working Men and haveent Money to Carry our Selfs on Long at a time and we thought you could Help us out

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reference to is known as
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Valley Falls-Pike Ranch
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take the matter up with the
ot taken care of that you
y of State, in accordance
l, a mimeographed copy of
which is attached for your information. You will find therein a sample form of notice of claim, the wording of which you could use when making out your notice.

In accordance with our usual practice, we are notifying the bonding company relative to your bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1305

72P-19

as we cant get any Respond

Resp yours

Alma Roper
Holger Enarson
Denny Cantrell,

Valley Falles
Ore

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ter of February 2, in
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Valley Falls-Pike Ranch
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Inc., are agents, with
and, Oregon. This bond is
ur claim.

ake the matter up with the
t taken care of that you
y of State, in accordance
with the provisions of the laws of 1931, a mimeographed copy of which is attached for your information. You will find therein a sample form of notice of claim, the wording of which you could use when making out your notice.

In accordance with our usual practice, we are notifying the bonding company relative to your bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

#1305

72P-19

February 5, 1932

Mr. Raymond Morris,
Valley Falls,
Oregon.

Dear Sir:

This is in reply to your letter of February 2, in which you state that John Palmer, subcontractor under C. R. Johnson, owes you for some work that you did on the Lakeview-Burns Highway.

The contract that you have reference to is known as State Highway Contract No. 1305 and was awarded to C. R. Johnson for 18.84 miles of grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

Contractors, to whom state highway contracts are awarded, are required to furnish the State with a surety bond for the protection of all bills and claims against theproject, whether incurred by the original contractor, or his subcontractors. In this instance, Mr. Johnson furnished the State with a bond in the sum of $50,000, which was written by Union Indemnity Company for which Hansen & Rowland, Inc., are agents, with offices in the Failing Building, Portland, Oregon. This bond is offered to you for the protection of your claim.

We would suggest that you take the matter up with the bonding company, and if your bill is not taken care of that you file notice of claim with the Secretary of State, in accordance with the provisions of the laws of 1931, a mimeographed copy of which is attached for your information. You will find therein a sample form of notice of claim, the wording of which you could use when making out your notice.

In accordance with our usual practice, we are notifying the bonding company relative to your bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

February 5, 1932

Union Indemnity Company,
Hansen & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of letter received today from Raymond Morris of Valley Falls relative to his claim against John Palmer, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

This information is given you as you are the surety on the contractor's bond.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

cc C. R. Johnson,
Exchange Bldg.
Portland, Ore.

THE FIRST NATIONAL BANK
ESTABLISHED 1904
UNITED STATES DEPOSITARY
LAKEVIEW, OREGON

RECEIVED
FEB [illegible] 1932
STATE HIGHWAY COMMISSION
OREGON

Valley Falls-Or
Feb 2. 1932

State Highway Com.
Salem. Oreg.

Sirs - I seem to need help Collecting money for some work I sub-contracted from John Palmer, who sub contracted from C. R. Johnston on the Lakeview - Burns Highway.

C. R. Johnston has taken the work over and I have not received my money for the work which amounts to near $500.-

I have bills to pay that are past due. and am needing this money right away.

Any help you can give me will be apreciated.

Raymond Morris

#1305

78 P-19

February 5, 1932

Mr. L. F. Conn,
Attorney at Law,
Lakeview, Oregon.

Dear Sir:

We are in receipt of your letter of the third instant, in which you inform us that your client, Mr. E. J. Davidson, has a claim against Mr. Brown, who is a subcontractor under Johnson & Company, which has the contract for the construction of a unit of the Yellowstone Cut-off.

The contract to which you refer is officially designated as State Highway Contract No. 1305, and is for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. This contract was awarded by the State Highway Commission to Mr. C. R. Johnson, whose address is 414 Exchange Building, Portland, Oregon.

In connection with this work, Mr. Johnson was required to furnish the State with a surety bond for the protection of all bills and claims incurred against the project. This bond is in the sum of $50,000 and was written by the Union Indemnity Company for which Hansen & Rowland are local agents, with offices in the Failing Bldg., Portland. We offer this bond to Mr. Davidson for the protection of his claim.

It might be well for you to write to the bonding company relative to the claim. If you secure no settlement of the bill, we would suggest that you file a notice of claim for Mr. Davidson with the Secretary of State, in accordance with the provisions of Chapter 280 of the laws for 1931.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

L. F. CONN
ATTORNEY-AT-LAW
FIRST NATIONAL BANK BUILDING
LAKEVIEW, OREGON

February 3, 1932.

State Highway Commission,
Salem, Oregon.

Gentlemen:-

We are advised by Mr. E. J. Davidson, Valley Falls, Oregon, that he has been employed by a Mr. Brown, who is a sub-contractor of Johnson & Company who have a contract with the State Highway Commission for construction of a unit on what we familiarly term the Yellowstone Cut-Off, said unit being situated in the vicinity of Valley Falls and Abert Lake in Lake County, Oregon.

Mr. Davidson advises that the sub-contractor, Mr. Brown, has, or is about to, throw up or abandon the work which he, as such sub-contractor, has undertaken to complete.

Mr. Davidson has performed labor under Brown, the sub-contractor, covering 540 hours at the agreed price of fifty cents per hour in construction work on the unit covered by the contract of Johnson & Company with the State Highway Commission.

We have consulted with B. J. Crowley, the State Highway Commission's local engineer, supervising the construction of the unit of said highway above referred to, and he informs us that the provisions of Johnson & Company's bond given the Commission are such that the services rendered by Davidson as above stated obligate Johnson & Company and its sureties to pay Mr. Davidson's claim.

Kindly advise what Mr. Davidson should do in the way of presenting his claim to the Commission to the end that the same may be settled by Johnson & Company, the original contractor, and its sureties. If a formal claim be required to be submitted to the Commission by Mr. Davidson, kindly advise and forward the necessary blank to be executed by Davidson if the regulations of the Commission require that the claim be submitted on any prescribed form.

Please let us hear from you at your earliest convenience.

Very truly yours,

L. F. Conn

LFC:MD

RECEIVED
FEB 1932
STATE HIGHWAY COMMISSION

#1305

7LP-1a

February 3, 1932

Mr. Raymond Freeman,
Valley Falls,
Oregon.

Dear Sir:

This is in further reply to your letter of January 27, regarding your claim of $98.04 against John Palmer for work done on the Yellowstone Cutoff.

We find upon further investigation of our records that John Palmer is a subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the construction work on the Yellowstone Cutoff. This contract is officially designated as State Highway Contract No. 1305, for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County.

In connection with this contract, Mr. Johnson was required to furnish the State with a surety bond for the protection of all just claims incurred by him, or his subcontractors, against the above described project. This bond was written by the Union Indemnity Company, for which Hansen & Rowland, Inc., are local agents with offices in the Failing Building.

We would suggest that you take the matter up with the bonding company, and if your bill is not taken care of that you file notice of claim with the Secretary of State, in accordance with the provisions of the laws of 1931, a mimeographed copy of which is attached for your information. You will find therein a sample form of notice of claim, the wording of which you could use in making out your notice.

In accordance with our usual practice, we are notifying the bonding company relative to your bill.

Very truly yours,

STATE HIGHWAY COMMISSION

By

AJ

Secretary

February 8, 1932

Union Indemnity Company,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We enclose herein copy of letter received from Mr. Raymond Freeman of Valley Falls concerning his bill against John Palmer, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, State Highway Contract No. 1505.

The claim is in the sum of $96.04 and is for labor performed for the subcontractor.

This information is given you as you appear as surety on the bond of the principal contractor.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

CC C. R. Johnson,
414 Exchange Bldg.
Portland, Ore.

#1305
19TB

February 2, 1932

Mr. Raymond Freeman,
Valley Falls,
Oregon.

Dear Sir:

This will acknowledge receipt of your letter of January 27, stating that you have a claim against John Palmer in the sum of $98.04 for services rendered him in connection with highway work on the Yellowstone Cutoff in Lake County.

The records of the Highway Department fail to reveal where John Palmer has a contract with the State Highway Commission. It is likely that he was employed as a subcontractor on one of the jobs in your locality, but we are unable to determine this from the information at hand. If you will advise us the name of the original contractor, I can give you some more information and tell you how to proceed to a certain extent with the collection of your claim.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

7 KP-19

Valley Falls, Ore.
Jan. 27, 1932

State Highway Com.
Salem. Oregon

Dear Sirs:-

I have been working on the [illegible] Cutoff in Lake County for [illegible] Palmer.

We were laid off Jan. 7 and as yet have not received any pay for Dec. or Jan.

I worked 110 hrs. running shovel & 45 hrs. repairing trucks & wagons makes a total of $98.04.

I would appreciate it very much if you

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Highway in

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Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AF
cc G. R. Johnson
414 Exchange Bldg.,
Portland, Oregon

7-21-39

gave this your immediate
attention as we are out
of money & groceries.
Yours Very Truly
Raymond Freeman
Valley Falls, Ore.

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of the Secre-
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at Valley Falls
y Falls-Pike
Highway in

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ery truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc G. R. Johnson
414 Exchange Bldg.,
Portland, Oregon

#1305
Lake Co

7 LP-19

January 28, 1932

Union Indemnity Company,
Hanson & Rowland, Inc. Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of notice of claim that was filed in the office of the Secretary of State on January 28, by Associated Oil Company against John Palmer, who holds a subcontract on the Yellowstone Cutoff at Valley Falls (officially designated as the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County).

This contract was awarded by the State Highway Commission to C. R. Johnson, and is known as State Highway Contract No. 1305. According to our records you are the surety on the contractor's bond.

The Associated Oil Company's claim is in the sum of $514.76 and is for petroleum products furnished to Mr. Palmer.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ
cc C. R. Johnson
414 Exchange Bldg.,
Portland, Oregon

January 26, 1932

Hal E. Hoss,
Secretary of State,
Salem, Oregon.

Dear Sir:

Receipt is acknowledged of your letter of January 25, enclosing copies of notice of claim filed by Associated Oil Company against John Palmer, who has the subcontract on the Yellowstone Cutoff at Valley Falls (officially designated as the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County).

We are today forwarding copies to the original contractor, C. R. Johnson, and his surety for their information.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

Secretary of State

C. N. Laughrige
Deputy Secretary

STATE OF OREGON
Department of State
SALEM

1305

RECEIVED
JAN 26 1932
OREGON
STATE HIGHWAY COMMISSION

January 25, 1932

Oregon State Highway Commission
State Office Building
Salem, Oregon

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a notice of claim by the Associated Oil Company for petroleum products furnished in the sum of $314.76, against the bond taken from the National Surety Company for work on the Yellowstone Cutoff at Valley Falls, Oregon.

We are enclosing a copy of this notice for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

ASSOCIATED OIL COMPANY
District Office:
868-78 Pittock Block
Portland, Oregon

Credit Department

January 23, 1932

Secretary of State

Salem, Oregon

Re: John Palmer

Lakeview, Oregon

Dear Sir:

Notice is hereby given that the undersigned, Associated Oil Company, has a claim for petroleum products furnished in the sum of $314.76, against the bond taken from the National Surety Company for the work of subcontract on the Yellowstone Cutoff at Valley Falls, Oregon near Lakeview.

Yours very truly,

ASSOCIATED OIL COMPANY

W. V. WOODIN.

ET:IT

Endorsed: File No. 1091
Filed January 25, 1932
HAL E. HOSS,
Secretary of State.

Form 30—1248—2M—10-31

PR 154B
#1305

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date January 23d., 1932

Job name Valley Falls- Pike's Ranch

section of

Highway Lakeview-Burns

County Lake *Job prefix* 19-TB

Week from Jan. 17 *to* Jan. 23d.

Mail address Lakeview, Oregon.

Telegraph or telephone address " "

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sub contractor on north end worked all week with 3 teams, 1 tractor, 1 compressor and 7 men.

On south end of section Contractor Johnson's force of 14 men worked most of week with gas shovel, two trucks and 1 team. Very cold weather, 20° below zero at night has caused some delay.

About 2000. c.yds. moved during week.

Engineering party employed during week setting blue ttops, remeasuring on north end of section &c.

RECEIVED
JAN 26 1932
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed B S Crowley

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 18.64

Miles completed 1.

Miles completed except finishing 6.

Total cubic yards in project 144000.

Cubic yards moved to date 45000.

Miles covered by contractor's forces 7½

Miles cross-sectioned 13.

Miles cross-sections completed and checked 5½

Miles to be measured ---

Number men in Engineering Party 4

Contractor's average force for week 15. *men,*

1 cat. 4 *teams,* 1 *steam shovels*

Grading work will be completed about May 31st.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

F.L.H.P. #1

FLP-1

Lake County Yellowstone Trail Mileage of road through Governme nt land, state land and other lands.

Stations taken from [illegible] across state land in

Pike Ranch Harney County Line Section

GOVERNMENT	STATE	OTHER LAND
35.694	2.103	1.064

Valley Falls-Pikes Ranch

	GOVERNMENT		STATE		OTHER LAND
	+ 14.730		2.241		1.669
TOTAL	50.424 Mi.	TOTAL	4.344 Mi.	TOTAL	2.733 Mi.

HARNEY COUNTY

Lake County Line Okerman Ranch N. and S. units.

GOVERNMENT	STATE	OTHER LAND
17.171 Mi.	3.199 Mi.	8.938 Mi.

50.424
4 344
2.733
57.501
17171
3199
8938
86.809

Stations taken from map showing distances across state land in

HARNEY COUNTY

3758+02
3694+59
63 43 = 1.201 Mi.

3967+55
3925+96
41 59 Plus equation 3927 +41.5 B = 3925+88 A
+ 1 36
42 95 = 0.813 Mi.

3476+12
3444+53
31 59 = 0.598 Mi.

3537+72
3506+71
31 01 = 0.587 Mi.

Stations taken from map showing distances across state land

LANE COUNTY

476+91
415+45
61 46 = 1.164 Mi.

1005+05
948+18
56 87 = 1.077 Mi.

2109+42.0
2052+28.5
57 13.5 = 1.082 Mi.

3006+05
2940+71
65 34 Less equation 2992+02.9 B = 3003+42.6 A
– 11 40
53 94 = 1.021 Mi.

RAK:HI

7LP-1

January 12, 1932

Mr. C. W. Wenner
Division Engineer
State Highway Department
Bend, Oregon

Dear Sir:

Commissioner Hanley is interested in providing for the surfacing of certain sections of the Lakeview-Burns Highway which are still sandy or alkali and will need surfacing to make it a usable road. Will you please go over this job and pick out those units which will need surfacing and make up an estimate to cover the same?

Since there probably will not be sufficient funds to pay for all the surfacing which might be desirable, it will be necessary to pick out the most needed projects and mark them in the order of preference. It is not my intention to figure a crushed rock or crushed gravel job but rather a course of pit run material of sufficient depth to carry the travel and not more than 12 feet wide. I understand that there are several deposits of gravel, shale, talus or other materials available at different points which are suitable for this purpose.

For your convenience in making up the estimates, I am sending you a couple of sets of blue prints of this line on a scale of 1" equals 2000'. Please make this inspection and get out this report in the near future, as it will be desirable to bring it up early.

I have discussed this surfacing project with Mr. Tom Davis of the Bureau of Public Roads and the Bureau is in favor of spending the balance of the federal land highway funds on this project. The available balance at the present time is about $25,000. Of course, there may be some savings to add to this from contracts now under way provided there is an underrun. This federal aid money would apply, of course, only to those portions of the project which cross public lands.

Very truly yours

State Highway Engineer

RAK:HI

7LP:1a

December 24, 1931

Mr. C. R. Johnson
414 Exchange Building
Portland, Oregon

Dear Sir:

Reference is made to your contract No. 1505, Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, 18.6 miles in length. Our check-up a short time ago indicated that while 50% of the time since the award of this contract had elapsed, only 25% of the work had been completed.

We want to have this work done on the completion date, May 31, 1932, and, therefore, we must insist that beginning with the first of the year a larger force be placed on this work so as to insure completion within the specified time limit. Please advise your plans for handling this work in order to obtain these results.

Very truly yours

State Highway Engineer

RAK:HI

cc C. W. Wanser

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. I

IN YOUR REPLY PLEASE
REFER TO FILE No.________

POST OFFICE BUILDING
PORTLAND, OREG.

December 16, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

During a recent inspection of Oregon Federal Lands Highway Project No. 1-A, under contract to Mr. C. R. Johnson, it was noted that but 24% of the work had been done, and over 50% of the time has elapsed.

It is evident that if Mr. Johnson is to complete this work within the time limit more equipment and force will be necessary, and would suggest that this matter be taken up with the contractor with the view of speeding up the work.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer.

OREGON STATE HIGHWAY COMMISSION

December 16, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

During a recent inspection of Oregon Federal Lands Highway Project No. 1-A, under contract to Mr. C. R. Johnson, it was noted that but 24% of the work had been done, and over 50% of the time has elapsed.

It is evident that if Mr. Johnson is to complete this work within the time limit more equipment and force will be necessary, and would suggest that this matter be taken up with the contractor with the view of speeding up the work.

Very truly yours,

W. H. LYNCH
District Engineer.

NERS
VAN DUZER, Chairman, Portland
CHAS. K. SPAULDING, Salem
WM. HANLEY, Burns

H. B. GLAISYER, Secretary

ROY A. KLEIN
State Highway Engineer
Salem

OREGON STATE HIGHWAY COMMISSION
Office of C. W. WANZER, Division Engineer
BEND, OREGON

December 12, 1931.

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The progress being made by C. R. Johnson on his contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway has been very unsatisfactory.

To date the amount of work done is estimated at 25% while 50% of the time has elapsed. Mr. Crowley reports that the work is not being pushed in a satisfactory manner and unless some pressure is brought to bear upon Mr. Johnson, the job will not be completed within the specified time.

Mr. Wanzer thinks that it would have more effect if your office called this matter to Mr. Johnson's attention or it might be best to let the bonding company know how the job is going.

Yours very truly

C. W. Wanzer
Division Engineer

By K Lytle
K. D. Lytle
Div. Office Engineer

kdl/c

7LP-1

RECEIVED
DEC 23 1931
OREGON
STATE HIGHWAY COMMISSION

Klamath County Chamber of Commerce
Klamath Falls, Oregon
December 22, 1931

NOTED
State Highway Engineer

Mr. J. C. Ainsworth, Chairman
Oregon State Highway Commission
Portland, Oregon

Dear Mr. Ainsworth:

At a recent meeting of our board of directors, the board went on record as favoring the surfacing of the Lakeview-Burns Highway as the next project to receive aid from the Colton-Oddie Act. Unless this road is surfaced at an early date, the soil is of such a nature that the money expended on the grading will have been lost and we urge you to earnestly endeavor to see that funds are allocated for this work during the coming season.

Sincerely yours,

KLAMATH COUNTY CHAMBER OF COMMERCE

ECR:MB

Executive Secretary

7LP-10

November 27, 1931

Mr. C. W. Wanzer,
Division Engineer,
Bend, Oregon.

Dear Sir.

In reply to your letter of November 24, we wish to advise that payments to Mr. C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County were made as follows:

On Estimate No. 1 for work to August 10, $2,589.95; warrant mailed August 26, 1931.

On Estimate No. 2 for work to September 10, $1,915.22; warrant mailed September 26, 1931.

On Estimate No. 3 for work to October 10, 1931, $3,849.48; warrant mailed October 27, 1931.

On Estimate No. 4 for work to November 10, $3,469.67; warrant mailed November 25, 1931.

This would show that payments to Mr. Johnson were made promptly.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

305 - C. R. Johnson -

rk on the contract was star ly 20, 1931.

Est. #1 for work to Aug, 10th - $2,589.95 Warrant mailed Aug, 26th.
Est. #2 for work to Sept, 10th - $1,915.22 warrant mailed Sept, 26th.
Est. #3 for work to Oct, 10th - $3,849.48 warrant mailed Oct, 27th.
Est, #4 for work to Nov, 10th - $3,469.67 warrant mailed Nov, 25th.

#1305

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

COMMISSION
ENGINEER

931.

RECEIVED
NOV 25 1931
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

Attached please find copy of a letter received from Mr. Crowley regarding Mr. Johnson's non-payment to sub contractors.

Of course this is not our affair except that, according to this letter, he is blaming the Department.

If you will advise us as to whether or not we have been paying his estimates promptly, we can then tell the sub contractors if it was not our fault.

Yours very truly

C. W. Wanzer
Division Engineer

By K. D. Lytle
K. D. Lytle
Div. Office Engineer

kdl/c
encls.
cc. Mr. B. J. Crowley.

#1305

73 800 9-31
COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

November 24, 1931.

RECEIVED
NOV 25 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Attention: Mr. S. H. Probert.

Dear Sir:

Attached please find copy of a letter received from Mr. Crowley regarding Mr. Johnson's non-payment to sub contractors.

Of course this is not our affair except that, according to this letter, he is blaming the Department.

If you will advise us as to whether or not we have been paying his estimates promptly, we can then tell the sub contractors if it was not our fault.

Yours very truly

C. W. Wanzer
Division Engineer

By
K. D. Lytle
Div. Office Engineer

kdl/c
encls.
cc. Mr. B. J. Crowley.

9-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
~~[illegible]~~
~~BEND, OREGON~~

Lakeview, Oregon
Nov. 21, 1931.

Mr. C. W. Wanzer
Division Engineer
Bend, Oregon

COPY

Dear Sir:

The sub contractors are complaining to me regarding their inability to get payments for the work done on the Valley Falls-Pike's Ranch section of the Lakeview-Burns Highway, from the contractor, C. R. Johnson.

They claim that nothing has been paid them since the September estimates were allowed. Johnson claiming that his payments from the Highway Commission are not reaching him.

Very truly yours,

(Sgd.) B. J. Crowley
B. J. Crowley, Resident Engineer

FLP-1a

RECEIVED
NOV 20 1931
OREGON
STATE HIGHWAY COMMISSION

STENCIL NO. 124

UNITED STATES DEPARTMENT OF AGRICULTURE

BUREAU OF PUBLIC ROADS

District No. 1,

In reply please
refer to File No. Ore.F.L.H.P. No.1-A

Post Office Building,
Portland, Oregon,

November 19, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith for your files an executed copy each of the ____________ project agreement and certificate for the above numbered Federal Aid Project.

Very truly yours,
W. H. LYNCH
District Engineer

Encl.

By L Canfield
L. J. Canfield
Highway Engineer.

P.S. Enclosed also is an approved copy each of estimate and specifications upon which the project agreement was based.

A4pr11290

Form P. R. 2

State Oregon

F.L.H. Project No. 1, Section A.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

8—6618

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13d day of October, 1931 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805).

Whereas the Highway Department of said State submitted on the 23rd day of January, 1931, a project statement, which was approved by the Secretary on the 28th day of February, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 2nd day of June 1931, and approved by the Secretary on the 4th day of November, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of fifty-three thousand, eight hundred fifty-three and 42/100 dollars ($53,853.42) as the share of the United States payable under said act on account of said project, which ~~d[illegible]~~ the approved total estimated cost thereof: is

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count .... of ....
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ....
(State how placed under direct control of Highway Department)

*(c) Funds to the extent of $53,853.42 will be made available from the appropriation made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.), for carrying out provisions of act approved June 24, 1930 (46 Stat. 805).

ROAD EMBRACED IN PROJECT

Article II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 182+10 near the ½ section corner common to Sections 21 and 22, T.35 S., R.21 E., and survey station 1166+33.7 at the northeasterly end of Section B of said project in the S.½ of Sec. 34, T.32 S., R.22 E., W.M., (excepting therefrom those portions between stas. 380+95 and 476+91, stas. 889+55 and 902+50, stas. 913+85 and 919+42, stas. 929+10 and 1005+05, stas. 1055+05 and 1071+10), terminal points, a distance of 14.730 miles, known locally as the Valley Falls-Riley Section of the Lakeview-Burns Highway, Lake County, being Oregon Federal Lands Highway Project No. 1, Section A, all of which is located within unappropriated public lands.

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

#1305
19TB

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, when deemed necessary by the Secretary, it will use every means at its command to place, or to have placed, upon the road embraced in this project, such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of fifty-three thousand, eight hundred fifty-three and 42/100 dollars ($ 53,853.42), certified to the Secretary of the Treasury as above mentioned, which is ~~does not exceed the authorized Federal pro rata share of~~ ~~dollars ($)~~, the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ....

STRICKEN OUT

.... (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of .... (Name)

(Strike out if not appropriate.)

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ....

the State Treasurer (Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments per mile, exclusive of bridges of more than 20 feet clear span, or~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit Chap. 41, Laws of 1927 (Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

#1305
19TB

~~ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:~~

~~*(a) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________~~

~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

~~*(b) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________~~

~~(Include reference to statute authorizing funds and probable amount annually available)~~

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________~~

~~(Strike out if not appropriate)~~

STRICKEN OUT

Showing of authority of the Highway Department to execute agreements will be found in the agreement for ~~Project No.~~ Fed. Aid Project No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 4th day of November, 1931.

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By C K Spaulding
Member, State Highway Commission
(Title of officer)

[SEAL]

By ______________________________
Member, State Highway Commission
(Title of officer)

By Wm Hanley
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

#1305
19TB

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road

Federal Lands Highway Section A, and designated in the records of this Department as Project No. 1, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $53,853.42 as the total estimated cost of said project, and the sum of $53,853.42 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed~~ is 100 per cent of said total estimated cost.

Done at the city of Washington, this 4th day of November one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 8—4839

#1305
19TB

7LP-1a

November 12, 1931

Shell Oil Company,
1219 Westlake Ave. North.,
Seattle, Washington.

Attention: Credit Department.

Gentlemen:

Reference is made ot your letter of November 10th in which you make inquiry concerning F. L. Brown, sub contractor under C. R. Johnson.

Please be advised that we do not have any knowledge as to the kind of a contract Mr. Brown has with C. R. Johnson as all of our dealings are with the general contractor. The contract which Mr. Johnson has is our No. 1305 and is known as the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County. This contract consists of 18.64 miles of grading. The completion date is May 31st, 1932. Bond was furnished by Union Indemnity Company for whom Hansen & Rowland, Inc., with offices in the Failing Bldg., Portland, Oregon, are resident agents. The amount of the bond is $50,000.00.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

Dict. by J. McFarland.

#1305
Lake Co

SHELL OIL COMPANY
PACIFIC NORTHWEST DIVISION
SHELL BUILDING
1219 WESTLAKE AVE. NORTH
SEATTLE

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

QUOTATIONS SUBJECT TO
CHANGE WITHOUT NOTICE

Nov. 10, 1931

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen: RE: F. L. Brown

This party is engaged as a subcontractor under C. R. Johnson, who is the principal contractor on a job known as the Yellowstone cut-off, pike section, Lakeview-Burns State Highway.

Will you please furnish us with the following information regarding Mr. Brown's contract--description of the work, name of bonding company furnishing surety and the name of its agent, the amount of the job in dollars and amount of the bond in dollars, length of contract and the approximate time required to complete it and also the date set for completion.

[illegible] NOV 1 1931

Yours very truly,

SHELL OIL COMPANY

CFB:NEZ

Credit Department

#1305
Lake Co
FLP-1a

October 17, 1931

Hal E. Hoss
Secretary of State
Capitol Building
Salem, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of the 14th instant in which you inclose three certified copies of the notice of claim filed in your office by I. M. Ivancovich for services rendered and insurance on shovel in the sum of $208.00 in connection with the contract awarded to G. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, state contract No. 1305.

We are today forwarding copies of this notice to the contractor and the surety on his bond.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW

October 17, 1931

Union Indemnity Company
Hansen & Rowland Inc., Agents
Failing Building
Portland, Oregon

Gentlemen:

We hand to you herewith a certified copy of the notice of claim which has been filed in the office of the Secretary of State by I. M. Ivancevich for services rendered and insurance on shovel in the sum of $208.00 in connection with the contract awarded to C. R. Johnson for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, state highway contract No. 1305.

This information is given you since you appear as surety on the bond furnished by C. R. Johnson in this instance.

Very truly yours

STATE HIGHWAY COMMISSION

By

Secretary

FW
Inc.

cc C. R. Johnson
414 Exchange Building
Portland, Oregon

Multnomah, Oregon.
October 13, 1931.

To the State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, I. M. Ivancovich, has a claim for personal service rendered, in transporting one unit power shovel, Series 510, Serial #1054 from Portland, Oregon, to or near Valley Falls, Lake County, Oregon, at an agreed price of 25¢ per mile, total mileage 733 miles, for R. A. Freeman, sub-contractor, also cost of insuring the above shovel amounting to $24.75 which insurance was ordered by Mr. Freeman and payment of premium guaranteed by Mr. Ivancovich, the undersigned, in the sum of $208.00 against the bond taken from C. R. Johnson, General Contractor, and Union Indemnity Company, Surety, for the work of grading 18.64/100ths.miles. Valley Falls-Pike Ranch, Section of Lakeview-Burns Highway, in Lake County, Oregon, State Highway Commission Contract #1305.

I. M. IVANCOVICH

Subscribed and sworn to before me, the undersigned a Notary Public in and for the County of Multnomah, State of Oregon, this 13th. day of October, 1931.

(SEAL) PAUL M. RISING

My commission expires. Feb. 12-1935

One copy to Hal E. Hoss, Secretary of State, Salem, Oregon, and one copy to State Highway Commission, Salem, Oregon.

THE MULTNOMAH INSURANCE AGENCY
Multnomah, Oregon

Call Atwater 1522
"We insure everything"

October 13, 1931
Name of assured R. A. FREEMAN,
Address 5246-62nd St. S. E., Portland, Oregon.
Loss payable to
Order given to PR.
Location of risk

Policy No.	Company	Kind of Insurance	Property covered	amount	rate	premium
13342	North British & Mercantile	Trip Transit Policy		$4500.		$24.75

Policy Period 3 days expiring

Premium guaranteed by I. M. Ivancovich,

Endorsed: File No.1017
Filed October 14, 1931
HAL E. HOSS,
Secretary of State.

United States of America

STATE OF OREGON

OFFICE OF THE SECRETARY OF STATE

I, HAL E. HOSS, Secretary of State of the State of Oregon, and Custodian of the Seal of said State, do hereby certify

That I have carefully compared the annexed copy of notice of claim by I. M. Ivancovich for services rendered and insurance on shovel in the sum of $208.00 against the bond taken from C. R. Johnson, principal, and Union Indemnity Company, surety, for work on the Valley Falls-Pike Ranch section of the Lakeview-Burns Highway in Lake County, State Highway contract No. 1305, with the original notice filed in the office of the Secretary of State on October 14, 1931, and that the same is a full, true and correct transcript therefrom and of the whole thereof, together with all endorsements thereon.

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 14th day of October, A. D. 1931.

Hal E Hoss

Secretary of State

75P-1a

October 16, 1931

Mr. I. M. Ivancovich,
Multnomah,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your notice advising us of your claim in the sum of $208.00 against R. A. Freeman, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County, being State Highway Contract No. 1305.

It is evident from your letter that you have been informed as to the bond furnished by Mr. Johnson in connection with this work. We might confirm this information that the bond was written by the Union Indemnity Company for whom Hansen & Rowland, Inc. are agents, with offices in the Failing Building, Portland, Oregon. This bond is offered as protection for the claims incurred against this project.

We also note that a copy of your claim has been forwarded to the Secretary of State. It is suggested, if you have not already done so, that you file a notice with Mr. C. R. Johnson, whose address is 414 Exchange Building, Portland, Oregon.

We are placing your notice on file for future reference.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

October 16, 1931

Union Indemnity Company,
Hansen & Rowland, Inc., Agents,
Failing Building,
Portland, Oregon.

Gentlemen:

We enclose herewith copy of notice of claim which we have received from I. M. Ivancovich in the sum of $208.00 against R. A. Freeman, subcontractor under C. R. Johnson, to whom the State Highway Commission awarded the contract for the grading of the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway in Lake County—State Highway Contract #1305.

We are giving you this information as you appear as surety on the bond furnished by Mr. Johnson in connection with the above described project.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

AJ

CC C. R. Johnson
414 Exchange Bldg.
Portland, Oregon

HOY & KLEIN

RECEIVED
OCT 14 1931
OREGON
STATE HIGHWAY COMMISSION

Multnomah, Oregon.
October 13, 1931.

To the State Highway Commission,
Salem, Oregon.

Gentlemen:

Notice is hereby given that the undersigned, I.M.Ivancovich, has a claim for personal service rendered in transporting one unit power shovel, Series 310, Serial #1054 from Portland, Oregon, to or near Valley Falls, Lake County, Oregon, at an agreed price of 35¢ per mile, total mileage 757 miles, for R.A.Freeman, sub-contractor, also cost of insuring the above shovel amounting to $54.75 which insurance was ordered by Mr.Freeman and payment of premium guaranteed by Mr.Ivancovich, the undersigned, in the sum of $208.00 against the bond taken from C.R. Johnson, general Contractor, and Union Indemnity Company, surety, for the work of grading 13.54/100ths miles Valley Falls-Pike Ranch, section of Lakeview-Burns Highway, in Lake County, Oregon, State Highway Commission Contract #1309.

I. M. Ivancovich

Subscribed and sworn to before me, the undersigned a Notary Public in and for the County of Multnomah, State of Oregon, this 13th day of October, 1931.

Paul M Rising

My commission expires: Feb 12-1935

One copy to Hal E.Hoss, Secretary of State, Salem, Oregon, and one copy to State Highway Commission, Salem, Oregon.

The Multnom[illegible] Insurance Agency

MULTNOMAH, OREGON

CALL
ATWATER
1522

"WE INSURE EVERYTHING"

October 13, 1931

NAME OF ASSURED R.A.FREEMAN.

ADDRESS 5246-62nd.St.S.E., Portland, Oregon.

LOSS PAYABLE TO

ORDER GIVEN TO PR.

LOCATION OF RISK

2263

POLICY NO.	COMPANY	KIND OF INSURANCE	PROPERTY COVERED	AMOUNT	RATE	PREMIUM
13342	North British & Mercantile	Trip Transit Policy		$4500.		$24.75
	POLICY PERIOD	3 days		EXPIRING		

Premium guaranteed by I.M.Ivancovich,

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

N

7 LP-1

My answer to your inquiry as to whether or not the State of Oregon, through its highway commission, can in cooperation with the Federal Government expend state highway funds in the improvement of that certain highway known as the Lakeview-Burns Highway and sometimes called the Yellowstone Cut-off, is in the affirmative.

I base my answer upon the following authorities:

The Oregon State legislature in 1919 enacted Chapter 173, General Laws of Oregon, 1919, which is now sections 44-601 to 44-617, inclusive, Oregon Code 1930. Section 44-608 of the above law contains this provision:

> "All of the state highway fund not otherwise specifically applied shall be expended by said state highway commission in their discretion on the construction, maintenance, betterment or pavement of roads and highways within the state of Oregon; provided, nothing contained in this section shall prevent the highway commission from expending any of said state highway fund in carrying out the provisions of section 15 of this act."

The section 15 mentioned is Section 44-615, Oregon Code 1930, which reads as follows:

> "The state highway commission is hereby authorized, empowered and directed to use any moneys derived under the provisions of this act to meet any sum or sums heretofore or hereafter apportioned to the state of Oregon by federal enactment for the construction, betterment or improvement of post roads, forest roads, and other permanent highways; and said commission is hereby authorized, empowered and directed to enter into such contracts, appoint such officers, and do any act or thing necessary to fully meet the

4

Baldock
you may be interested
in reading this

NOTED
State Highway Engineer

ROY A. KLEIN
State Highway Engineer

J. M. DEVERS
Attorney

EGON STATE HIGHWAY COMMISSION
SALEM

7LP-1

Aug. 29, 1931

Highway Commission,

Gentlemen:

My answer to your inquiry as to whether or not the State of Oregon, through its highway commission, can in cooperation with the Federal Government expend state highway funds in the improvement of that certain highway known as the Lakeview-Burns Highway and sometimes called the Yellowstone Cut-off, is in the affirmative.

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4

F-81486 1000 4-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

H. B. GLAISYER
SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

J. M. DEVERS
ATTORNEY

OREGON STATE HIGHWAY COMMISSION
SALEM

7LP-1

Aug. 29, 1931

Oregon State Highway Commission,
Salem,
Oregon

Gentlemen:

My answer to your inquiry as to whether or not the State of Oregon, through its highway commission, can in cooperation with the Federal Government expend state highway funds in the improvement of that certain highway known as the Lakeview-Burns Highway and sometimes called the Yellowstone Cut-off, is in the affirmative.

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4

> requirements of the United States and the officers acting under such federal statute."

A construction of portions of this law was before the Oregon Supreme Court in the case of Benson vs. Olcott, reported in 95 Or. 249. The opinion of the court was written by Justice Harris, in which opinion the court said:

> We now turn to Chapter 173, Laws 1919. This chapter as already pointed out gathers all the road moneys into a single fund; it provides in Section 4 for the sale of additional bonds to the amount of $10,000,000. It apportions and gives directions in Section 8 for the expenditure of the proceeds derived from the sale of those bonds, and also declares that "all of the state highway fund not otherwise specifically applied" shall be expended in the discretion of the State Highway Commission; and this section concludes by saying that "nothing contained in this section shall prevent the highway commission from expending any of said highway fund in carrying out the provisions of Section 15 of this act." Turning to Section 15, the State Highway Commission is "authorized, empowered and directed to use any moneys derived under the provisions of this act" to meet any federal aid apportioned to Oregon. In other words, in despite of all the care and caution used in apportioning the "moneys derived under the provisions of this act" unrestricted authority is finally given to use "any" of these moneys to match federal aid "heretofore or hereafter apportioned" to Oregon. The language found in Chapter 173, Laws 1919, makes it fairly clear that, if moneys have already been "derived under the provisions of this act" and are actually in the state highway fund, those moneys may be used to match federal aid;***.

Section 44-601, Oregon Code 1930, gathers together all the funds from whatever source derived and devoted to state highway construction, and designates that fund a state highway fund, and then concludes with this language: "The state highway fund shall be held by the state treasurer as a trust fund for road and highway purposes." It appears, therefore, that there are funds in the state treasury available for use in matching Federal aid.

I understand that the Federal funds which are made available to the State of Oregon and which are being expended on the road in question are funds which have been dedicated by congressional act to the building of highways over government-owned land. I understand too that the road in controversy not only transverses land owned by the Federal Government but also land privately owned. It is required by the Federal Government that the state or county contribute the cost of constructing the road over the privately owned lands. I also understand that the county is without funds to match the aid offered by the government, and that unless the state meets the Federal Government in this contribution of highway funds the funds offered by the government will be lost to the State of Oregon and will be expended in some other state.

Under these conditions I believe that the road in controversy is within the provisions of law above cited and within the construction of that law as construed and applied by Justice Harris. Because of these conditions which are peculiar to this road and the circumstances attending its construction, it is my opinion that the state highway commission can expend state highway funds in cooperation with the Federal Government in construction of said highway, notwithstanding the fact that the highway has not been designated as a state highway.

Very truly yours,

J.M. Devers

JMD:EH J.M.DEVERS

Get copy of agreement with Fed G.

F.L. P-1a

F.L.H. #1-A

August 29, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are submitting herewith the estimates which we desire to have used as bases for the project agreements for federal lands highway projects No. 1-A, 1-B and 1-C.

As no previous federal aid projects have involved the expenditure of state funds on highways that are not a part of the state highway system, you will probably desire information as to the authority under which state funds are to be used on these projects. This authority comes through Chapter 175, Laws of 1917, and Chapter 51, Laws of 1920, which enactments authorize the State Highway Commission to "do any act or thing necessary to fully meet the requirements of the United States and the officers acting under such federal statute," the federal statute referred to being the federal aid act and all subsequent amendments thereto. This authority "to do any act" includes, without any doubt, the authority to expend state money, for it goes so far as to specifically authorize the sale of bonds if other funds are not available.

The expenditure of state funds on these projects and off of the state highway system was necessary in order to fully meet the requirements under which the federal lands highway funds were offered to the State and in order to avoid the loss of these funds to the State, and in support of this statement we cite the following circumstances:

1. At the time it was determined to use the federal lands highway funds on the Lakeview-Burns Highway, there were no projects on the state highway system that were both eligible for federal lands highway funds and in such condition that it was practicable to get out the plans and complete the construction within the time allowed by the government for the performance of the work.

2. The county funds available for use either on the Lakeview-Burns Highway or for use on any other projects that

might have been taken up in lieu thereof, were insufficient to cover the part of the cost that must be borne either by the state or the counties.

For your more complete information in regard to the authority under which the Commission is acting in the expenditure of state funds on these projects, we are enclosing four copies of an opinion given by Mr. J. M. Devers, Assistant Attorney General.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

5000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

COPY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

F.L.H. #1-A

OREGON STATE HIGHWAY COMMISSION
SALEM

Aug. 29, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen:

My answer to your inquiry as to whether or not the State of Oregon, through its highway commission, can in cooperation with the Federal Government expend state highway funds in the improvement of that certain highway known as the Lakeview-Burns Highway and sometimes called the Yellowstone Cut-off, is in the affirmative.

I base my answer upon the following authorities:

The Oregon State Legislature in 1919 enacted Chapter 173, General Laws of Oregon, 1919, which is now sections 44-601 to 44-617, inclusive, Oregon Code 1930. Section 44-608 of the above law contains this provision:

> "All of the state highway fund not otherwise specifically applied shall be expended by said state highway commission in their discretion on the construction, maintenance, betterment or pavement of roads and highways within the state of Oregon; provided, nothing contained in this section shall prevent the highway commission from expending any of said state highway fund in carrying out the provisions of section 15 of this act."

The section 15 mentioned is Section 44-615, Oregon Code 1930, which reads as follows:

> "The state highway commission is hereby authorized, empowered and directed to use any moneys derived under the provisions of this act to meet any sum or sums heretofore or hereafter apportioned to the state of Oregon by federal enactment for the construction, betterment or improvement of post roads, forest roads, and other permanent highways; and said commission is hereby authorized, empowered and directed to enter in-

> to such contracts, appoint such officers, and to any act or thing necessary to fully meet the requirements of the United States and the officers acting under such federal statute."

A construction of portions of this law was before the Oregon Supreme Court in the case of Benson vs. Olcott, reported in 95 Or. 249. The opinion of the court was written by Justice Harris, in which opinion the court said:

> "We now turn to Chapter 178, Laws 1919. This chapter as already pointed out gathers all the road moneys into a single fund; it provides in Section 4 for the sale of additional bonds to the amount of $10,000,000. It apportions and gives directions in Section 8 for the expenditure of the proceeds derived from the sale of those bonds, and also declares that "all of the state highway fund not otherwise specifically applied" shall be expended in the discretion of the State Highway Commission; and this section concludes by saying that "nothing contained in this section shall prevent the highway commission from expending any of said highway fund in carrying out the provisions of Section 15 of this act." Turning to Section 15, the State Highway Commission is "authorized, empowered and directed to use any moneys derived under the provisions of this act" to meet any federal aid apportioned to Oregon. In other words, in despite of all the care and caution used in apportioning the "moneys derived under the provisions of this act" unrestricted authority is finally given to use "any" of those moneys to match federal aid "heretofore or hereafter apportioned" to Oregon. The language found in Chapter 178, Laws 1919, makes it fairly clear that, if moneys have already been "derived under the provisions of this act" and are actually in the state highway fund, those moneys may be used to match federal aid;***.

Section 44-601, Oregon Code 1930, gathers together all the funds from whatever source derived and devoted to state highway construction, and designates that fund a state highway fund, and then concludes with this language: "The state highway fund shall be held by the state treasurer as a trust fund for road and highway purposes." It appears, therefore, that there are funds in the state treasury available for use in matching Federal aid.

I understand that the Federal funds which are made available to the State of Oregon and which are being expended on the road in question are funds which have been dedicated by congressional act to the building of highways over government-owned land. I understand too that the road in controversy not only transverses land owned by the Federal Government but also land privately owned. It is required by the Federal Government that the state or county contribute the cost of constructing the road over the privately owned lands. I also understand that the county is without funds to match the aid offered by the government, and that unless the state meets the Federal Government in this contribution of highway funds the funds offered by the government will be lost to the State of Oregon and will be expended in some other state.

Under these conditions I believe that the road in controversy is within the provisions of law above cited and within the construction of that law as construed and applied by Justice Harris. Because of these conditions which are peculiar to this road and the circumstances attending its construction, it is my opinion that the state highway commission can expend state highway funds in cooperation with the Federal Government in construction of said highway, notwithstanding the fact that the highway has not been designated as a state highway.

Very truly yours,

J. M. DEVERS (Sd.)

Asst. Attorney General.

JMD:EH

Oregon State Highway Department   Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, August 28, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 162+10 to 380+95, 476+91 to 889+55, 902+50 to 915+85, 919+42 to 929+10, 1005+05 to 1055+05, 1071+10 to 1161+33.7)

All Required	Clearing and Grubbing		$ 553.16
83,000 cu. yds.	Excavation, Single Classification	.40	33,200.00
27,000 cu. yds.	Common Excavation	.22	5,940.00
3,500 cu. yds.	Solid Rock Excavation	.90	3,150.00
54,000 yd. sta.	Overhaul	.02	1,080.00
2,500 cu. yds.	Earth Cushion	.30	750.00
2,500 yd. mi.	Earth Cushion Haul	.18	450.00
1,900 lin. ft.	18" Corr. Galv. Iron Culvert Pipe	1.30	2,470.00
360 lin. ft.	24" " " " " "	1.65	594.00
220 lin. ft.	36" " " " " "	3.50	770.00
	Sub-total		$ 48,957.66
	10% Engr. & Cont.		4,895.76
	Total.........		$ 53,853.42

Length........... 14.730 miles
Cost per mile.... $ 3,656.03

Roadway thru Other Lands:
(Sta. 380+95 to 476+91, 889+55 to 902+50, 915+85 to 919+42, 929+10 to 1005+05, 1055+05 to 1071+10)

All Required	Clearing and Grubbing		$ 146.84
15,000 cu. yds.	Excavation, Single Classification	.40	6,000.00
11,000 cu. yds.	Common Excavation	.22	2,420.00
4,500 cu. yds.	Solid Rock Excavation	.90	4,050.00
16,000 yd. sta.	Overhaul	.02	320.00
500 cu. yds.	Earth Cushion	.30	150.00
500 yd. mi.	Earth Cushion Haul	.18	90.00
400 lin. ft.	18" Corr. Galv. Iron Culvert Pipe	1.30	520.00
40 lin. ft.	24" " " " " "	1.65	66.00
	Sub-total		$ 13,762.84
	10% Engr. & Cont.		1,376.28
	Total........		$ 15,139.12

Length........... 3.910 miles
Cost per mile.... $ 3,871.89

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

POST OFFICE BUILDING
PORTLAND, OREG.

Federal Funds Requested - - - - -	$ 52,861.42
State Funds- - - - - - - - - - - - -	15,139.12
Total Cost of Entire Project	$ 68,000.54

State funds for Construction: Chapter 173, Laws 1917; Chapter 21, 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

August 25, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Lands Highway Project Nos. 1-A and 1-B on the Lakeview-Burns Highway.

Bids for these projects were opened on June 4 but to date we have not received the estimate to be used as the basis for preparing the project agreements. These estimates should be submitted at an early date in order that the project agreement may be prepared.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

72P-12

FORM 2-C-1 F-55340 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 26, 1931.

NOTED
Division Engineer

file

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Attached is a letter from Mr. Burch giving the costs of grading work done to July 4th by Lake County on the Valley Falls-Pike Ranch Section of the Lakeview-Burns Highway.

This is being forwarded to you for your information.

RECEIVED
AUG 27 1931
STATE HIGHWAY
OREGON

Very truly yours,

C. W. Wanzer,
Division Engineer,

By J. A. Hardie
J. A. Hardie.

jah/m

IRMAN, PORTLAND
DFORD
H, REDMOND

ROY A. KLEIN
STATE HIGHWAY ENGINEER
AND SECRETARY

OREGON STATE HIGHWAY COMMISSION

~~SALEM~~

Valley Falls, Oregon,
July 3, 1931.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon.

Dear Sir:

The grading costs on the portion of the Valley-Falls-Pike Ranch Section of the Lakeview-Burns Highway which are being constructed by Lake County are as follows;

Total cost from May 18 to July 4, -------- $3546.

Cu. Yds. moved to date ----------------- 11420.

Cost per Cu. Yd. ---------------------- 0.31

Total miles in section ----------------- 3.5

Miles completed ----------------------- 2.5

RECEIVE
AUG 27 1931
OREGON
STATE HIGHWAY

Very truly yours,

John T. Burch
Resident Engineer

FLP-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

August 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We are enclosing herewith for your information a copy of Department of Interior letter dated July 28, 1931, signed by Hon. C. C. Moore, Commissioner, and approved by John H. Edwards, Assistant Secretary, giving approval of Oregon Federal Lands Highway Project No. 1.

Very truly yours,

W. H. LYNCH
District Engineer

By L. Caufield
L. J. Caufield
Highway Engineer

Encl.

(COPY)

UNITED STATES
DEPARTMENT OF THE INTERIOR
General Land Office
Washington

In reply please refer to
1425438 "F" MN
Oregon Federal Lands
Highway Project No. 1.

July 28, 1931

: Approving project.

The Chief,
Bureau of Public Roads,
Department of Agriculture.

My dear Mr. MacDonald:

Receipt is acknowledged of the letter of the Acting Chief of your Bureau, file No. B-1, dated July 21, 1931, with attached folder relating to Oregon Federal Lands Highway Project No. 1. He states:

> "This project is submitted under the provisions of the Act approved June 24, 1930 (46 Stat. 805), which authorizes the Secretary of Agriculture to cooperate with the State Highway Departments and the Department of the Interior in the survey, construction, and maintenance of main roads across public lands and reservations of the United States.
>
> "Oregon Federal Lands Highway project statement No. 1 provides for the improvement of 71 miles of the highway between Federal Aid Highway Route No. 21 near Riley and FederalAid Highway Route No. 16 near Valley Falls in Harney and Lake Counties, Oregon. The papers relating to the project and sketch map showing the location thereof are enclosed in the attached folder..
>
> "It will be appreciated if approval of the project may be granted by the Department of the Interior."

Examination of the project with respect to the records of this office shows it to affect vacant, unappropriate, unreserved public lands of the United States. In view thereof I am of the opinion that the project should be approved pursuant to the provisions of the said act of June 24, 1930.

The folder, which accompanied the Acting Chief's letter, is herewith returned.

Very respectfully,

/s/ C. C. Moore
Commissioner.

Approved: July 28, 1931

(Sgd.) John H. Edwards
Assistant Secretary.

Inclosure No. 57714

7-27-emr

Form 39—E-17100—2M—6-30

7LP-1a

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date July 25, 1931

Job name Valley Falls-Pike ranch section

Week from .... to ....

Mail address Valley Falls, Oregon.

Highway Lakeview-Burns

Telegraph or telephone address Lakeview, Ore.

County Lake Job prefix 19 TB

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

County forces continued grading between stations 0+00 and 182+10 using three 4-horse teams, 2 tractors, 1 blade and 1 tumble bug. 3½ miles of rough grading completed and 3 miles of grading completed.

Contractor C.H.Johnson put on during week from station 282+10 north, a small force of two 4-horse teams, 1 4-horse plow team and 7 men, grading and installing culvert pipe.

A small ½ yard gas shovel has moved onto the north end, at Pikes ranch and will be ready to work next week.

Engineering party restored line and cross sectioned between stations 519 and 566; set finishing stakes from sta. 140 to 182+10; staked pipe culverts &c. weather very hot and dry.

RECEIVED
JUL 29 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information.)

Signed B. J. Crowley

Title Resident Engineer.

GRADING CONSTRUCTION

Total miles of grading in project 18.64

Miles completed [illegible]

Miles completed except finishing [illegible]

Total cubic yards in project 1[illegible].

Cubic yards moved to date 600.

Miles covered by contractor's forces --------

Miles cross-sectioned 9.

Miles cross-sections completed and checked 2-3/4

Miles to be remeasured --------

Number men in Engineering Party 4

Contractor's average force for week 10 *men,*

6 *teams,* 1 *steam shovels*

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECTS

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week *men,*

teams *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week *men,*

teams, *trucks*

Job will be completed about

Number men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

File F.L.H.

7LP-1

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

July 14, 1931

RECEIVED
JUL 15 1931
OREGON
STATE HIGHWAY COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Following the passage of the amendment to the Federal Highway Act of June 24, 1930, (known as Oddie-Colton amendment) a request was sent to all Government departments having jurisdiction over public lands for reports covering the areas of such lands. The reports received were used in determining the apportionment percentages which were applied to the $3,000,000 appropriated in the Emergency Act of December 20, 1930. Because of the omission of the area of Indian lands belonging to the Five Civilized Tribes in Oklahoma from the original report, the Department of the Interior has submitted a supplementary report correcting this. A revised Apportionment has therefore been made which increases the share of Oklahoma with a corresponding reduction in the shares of the other States concerned. Copies of this corrected apportionment (in triplicate) are enclosed for your information.

The amount by which any one State's share is reduced is relatively small and should not result in any hardship in connection with current plans. It is regretted that the original apportionment was in error but it is believed that all States will recognize the justice of making the correction in order to allow Oklahoma the proper amount.

Presumably it will be desirable to take care of the difference involved for the State of Oregon in connection with the section of Lakeview - Burns Highway which is now being advertised. It will be appreciated if you will give us definite advice in this connection not later than the date on which the agreement estimate is submitted.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary

REVISED CERTIFICATE OF DEDUCTION AND APPORTIONMENT BY THE SECRETARY OF AGRICULTURE FROM THE APPROPRIATION OF $3,000,000 MADE FOR THE FISCAL YEAR 1931.

(Under "An act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To --

The Secretary of the Treasury of the United States and the State Highway Departments of the States concerned:

WHEREAS, by certificate of deduction and apportionment executed December 23, 1930, there was apportioned among the States entitled thereto the $3,000,000 appropriated for the fiscal year 1931 by the act approved December 20, 1930 (Public No. 550 - 71st Cong.), as authorized by and for the purposes of the act approved June 24, 1930 (46 Stat. 805); and

WHEREAS, the data obtained from the Department of the Interior with respect to nontaxable Indian lands within the State of Oklahoma and used in the computations upon which said apportionment was based did not include such lands held by Indians of the Five Civilized Tribes in said State, approximating 1,500,000 acres; and

WHEREAS, said omission of the nontaxable lands of the Five Civilized Tribes in the State of Oklahoma resulted in an erroneous apportionment of said appropriation among the States entitled thereto; and

WHEREAS, by letter of June 8, 1931, signed by the First Assistant Secretary of the Interior and addressed to the Secretary of Agriculture, the Department of the Interior has certified that the area of untaxed Indian lands held by Indians of the Five Civilized Tribes in the State of Oklahoma is approximately 1,500,000 acres; and

WHEREAS, it is deemed advisable and proper to revise said certificate of deduction and apportionment executed December 23, 1930, in order to correct the error therein so as to correctly distribute said appropriation among the States in the manner contemplated and provided for by the statute:

NOW, THEREFORE, I hereby certify that I have corrected the computation as to the share of said appropriation of $3,000,000 to which each State is entitled under the authorization contained in the act of June 24, 1930 (46 Stat. 805), and that said certificate of December 23, 1930, is hereby revised and superseded to the extent that the share of said appropriation apportioned to each State entitled thereto for the fiscal year ending June 30, 1931, is changed to the amount set opposite the name of each such State, respectively, as follows:

State	Sum apportioned
Arizona	$ 416,328
California	230,614
Colorado	130,197
Idaho	174,316
Montana	164,521
Nevada	588,914
New Mexico	256,790
Oklahoma	41,464
Oregon	193,377
South Dakota	65,715
Utah	326,683
Washington	55,165
Wyoming	280,916
Total	$2,925,000

Original was 194357

Done at the City of Washington this 30th day of June, 1931, as witness my hand and the seal of the Department of Agriculture.

(Signed) R. W. DUNLAP

(Seal)

Acting Secretary of Agriculture.

UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary

REVISED CERTIFICATE OF DEDUCTION AND APPORTIONMENT BY THE SECRETARY OF AGRICULTURE FROM THE APPROPRIATION OF $3,000,000 MADE FOR THE FISCAL YEAR 1931.

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WHEREAS, the data obtained from the Department of the Interior with respect to nontaxable Indian lands within the State of Oklahoma and used in the computations upon which said apportionment was based did not include such lands held by Indians of the Five Civilized Tribes in said State, approximating 1,500,000 acres; and

WHEREAS, said omission of the nontaxable lands of the Five Civilized Tribes in the State of Oklahoma resulted in an erroneous apportionment of said appropriation among the States entitled thereto; and

WHEREAS, by letter of June 8, 1931, signed by the First Assistant Secretary of the Interior and addressed to the Secretary of Agriculture, the Department of the Interior has certified that the area of untaxed Indian lands held by Indians of the Five Civilized Tribes in the State of Oklahoma is approximately 1,500,000 acres; and

WHEREAS, it is deemed advisable and proper to revise said certificate of deduction and apportionment executed December 23, 1930, in order to correct the error therein so as to correctly distribute said appropriation among the States in the manner contemplated and provided for by the statute:

NOW, THEREFORE, I hereby certify that I have corrected the computation as to the share of said appropriation of $3,000,000 to which each State is entitled under the authorization contained in the act of June 24, 1930 (46 Stat. 805), and that said certificate of December 23, 1930, is hereby revised and superseded to the extent that the share of said appropriation apportioned to each State entitled thereto for the fiscal year ending June 30, 1931, is changed to the amount set opposite the name of each such State, respectively, as follows:

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Total	$2,925,000

Done at the City of Washington this 30th day of June, 1931, as witness my hand and the seal of the Department of Agriculture.

(Signed) R. W. DUNLAP

(Seal)

Acting Secretary of Agriculture.

UNITED STATES DEPARTMENT OF AGRICULTURE

Office of the Secretary

REVISED CERTIFICATE OF DEDUCTION AND APPORTIONMENT BY THE SECRETARY OF AGRICULTURE FROM THE APPROPRIATION OF $3,000,000 MADE FOR THE FISCAL YEAR 1931.

(Under "An act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To --

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WHEREAS, the data obtained from the Department of the Interior with respect to nontaxable Indian lands within the State of Oklahoma and used in the computations upon which said apportionment was based did not include such lands held by Indians of the Five Civilized Tribes in said State, approximating 1,500,000 acres; and

WHEREAS, said omission of the nontaxable lands of the Five Civilized Tribes in the State of Oklahoma resulted in an erroneous apportionment of said appropriation among the States entitled thereto; and

WHEREAS, by letter of June 8, 1931, signed by the First Assistant Secretary of the Interior and addressed to the Secretary of Agriculture, the Department of the Interior has certified that the area of untaxed Indian lands held by Indians of the Five Civilized Tribes in the State of Oklahoma is approximately 1,500,000 acres; and

WHEREAS, it is deemed advisable and proper to revise said certificate of deduction and apportionment executed December 23, 1930, in order to correct the error therein so as to correctly distribute said appropriation among the States in the manner contemplated and provided for by the statute:

NOW, THEREFORE, I hereby certify that I have corrected the computation as to the share of said appropriation of $3,000,000 to which each State is entitled under the authorization contained in the act of June 24, 1930 (46 Stat. 805), and that said certificate of December 23, 1930, is hereby revised and superseded to the extent that the share of said appropriation apportioned to each State entitled thereto for the fiscal year ending June 30, 1931, is changed to the amount set opposite the name of each such State, respectively, as follows:

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Wyoming	280,916
Total	$2,925,000

Done at the City of Washington this 30th day of June, 1931, as witness my hand and the seal of the Department of Agriculture.

(Signed) R. W. DUNLAP

(Seal)

Acting Secretary of Agriculture.

7LP-1

July 6, 1931

County Court of Lake County
Lakeview, Oregon

Gentlemen:

In order to secure Federal aid on the Lakeview-Burns Highway, it is necessary to have a resolution from the County Court of Lake County covering the maintenance on the non public land sections, and we have accordingly prepared a resolution covering this matter which is submitted for your consideration and approval.

You will note that there is also included in the sections described those portions across the school lands. This is not your obligation under the terms of the agreement which was had with the Highway Commission, but since the Commission has no authority to expend state funds on this road without it being a state highway, it is requested that you assume the maintenance of these state school land units for the present with the idea that the Commission will make it up to you in some other way at a later date.

I trust this will be satisfactory, as it will enable the State to complete the Federal aid agreements at the present time so that we can begin to draw money against the contracts which are now under way.

Very truly yours

State Highway Engineer

RAK:HI

7LP-1

F.L.H.P. #1

June 29, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are today sending to you by express certified map tracings in duplicate, showing the Government-owned lands crossed by the Valley Junction-Pike Ranch Section and the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway (Federal Lands Highway Project Nos. 1-A and 1-B).

The tracings for Project 1-B are in two parts, for the reason that one part of the project is within the jurisdiction of the U. S. Land Office at Lakeview, while the other part is under the jurisdiction of the Land Office at The Dalles, which condition has made it necessary to obtain separate certifications from these two offices.

The width of right-of-way desired across the Government-owned lands is 100 feet, 50 feet on each side of the center line shown on the maps.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

FLP-1A

June 29, 1931

Mr. C. R. Johnson,
414 Exchange Bldg.,
Portland, Ore.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Valley Falls-Pike Ranch Section on the Lakeview-Burns Highway in Lake County.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

7LP-1

F.L.H.P. #1

June 26, 1931.

Mr. W. S. Hodge,
Resident Highway Engineer,
The Dalles, Oregon.

Dear Sir:

We are today in receipt of a copy of a letter written by Mr. Wanser to B. J. Crowley at Lakeview, in which letter Mr. Wanser states that he is forwarding to Mr. Crowley the map tracings which were sent to you a few days ago for certification by the Register of The Dalles Land Office. In that letter, Mr. Wanser requests Mr. Crowley to secure the certification of the Register of the Lakeview Land Office as to the ownership of Section 6 in Twp. 26 S.

Inasmuch as this Section 6 is in Harney County, and inasmuch as our information relative to this section, being Government-owned land, was obtained in the first instance from The Dalles Land Office, and, also, inasmuch as Mr. Carmer, of The Dalles Land Office, a short time ago, certified as to the ownership of this section on a blueprint map which was submitted to him for that purpose, we are wondering why it is necessary now to secure a certificate as to its ownership from the Register of the Land Office at Lakeview.

Kindly make inquiry in regard to this at The Dalles Land Office, and advise us fully. In case this Section 6 is within the jurisdiction of the Lakeview Office, then we desire to have its ownership shown on the map which was prepared especially for certification by the Lakeview Office, and to have it eliminated from the map which is certified to by The Dalles Office. The latter map was not prepared for certification by both of these offices, and we prefer to have show only the Government ownerships within the jurisdiction of Dalles Office.

We have advised Mr. Crowley to return the out further certification, and, after we have your ter, we will determine what further action, if any

Very truly yours,

ROY L
Stat

SHP:ER
cc C. W. Wanser

71P-1

F.L.H.P. #1

June 26, 1931.

Mr. W. S. Hodge,
Resident Highway Engineer,
The Dalles, Oregon.

Dear Sir:

We are today in receipt of a copy of a letter written by Mr. Wanser to B. J. Crowley at Lakeview, in which letter Mr. Wanser states that he is forwarding to Mr. Crowley the map tracings which were sent to you a few days ago for certification by the Register of The Dalles Land Office. In that letter, Mr. Wanser requests Mr. Crowley to secure the certification of the Register of the Lakeview Land Office as to the ownership of Section 6 in Twp. 23 S.

Inasmuch as this Section 6 is in Harney County, and inasmuch as our information relative to this section, being Government-owned land, was obtained in the first instance from The Dalles Land Office, and, also, inasmuch as Mr. Carsner, of The Dalles Land Office, a short time ago, certified as to the ownership of this section on a blueprint map which was submitted to him for that purpose, we are wondering why it is necessary now to secure a certificate as to its ownership from the Register of the Land Office at Lakeview.

Kindly make inquiry in regard to this at The Dalles Land Office, and advise us fully. In case this Section 6 is within the jurisdiction of the Lakeview Office, then we desire to have its ownership shown on the map which was prepared especially for certification by the Lakeview Office, and to have it eliminated from the map which is certified to by The Dalles Office. The latter map was not prepared for certification by both of these offices, and we prefer to have it show only the Government ownerships within the jurisdiction of The Dalles Office.

We have advised Mr. Crowley to return the maps to us without further certification, and, after we have your reply to this letter, we will determine what further action, if any, is necessary.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER
cc C. W. Wanser

ROY A. KLEIN
STATE HIGHWAY ENGINEER
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

June 25, 1931.

Mr. B. J. Crowley
Resident Maintenance Engineer
State Highway Department
Lakeview, Oregon

Dear Sir:

Under separate cover we are sending to you today two tracings of the Lakeview-Burns Highway in Harney County. The certificate of the Register has been affixed, certifying as to the lands in The Dalles Land Office district.

We have been advised that section 6, township 28 should be certified by the Register of the Lakeview Land Office. Will you kindly attend to this matter as soon as you conveniently can and when this is done return the tracing direct to the Salem office?

Yours very truly

C. W. Wanzer
Division Engineer

By
J. A. Hardie

jah/c
cc. Mr. S. H. Probert.

J. W. Buchanan, Commissioner

Geo. L. James, Commissioner

HARNEY COUNTY COURT

R. J. WILLIAMS, Judge

BURNS, OREGON

June 23, 1931.

RECEIVED
JUN 24 1931
COMMISSION

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Answering yours of the 17th instant relative to the Burns-Lakeview road in Harney County.

We enclose herewith for the consideration of the Commission at its meeting June 25th, a resolution passed today concerning the construction of this road in Harney County.

We are without funds to carry out our portion of the work but trust that the Commission will be willing to advance to us the $20,000.00 odd which Harney County will need to carry out the construction of the road over all private lands in this county. We understand that this has been done in other counties, and that the Commission is to be reimbursed from the motor vehicle fees. While these fees seem to be pledged to the payment of bond interest by law, undoubtedly there must be a legitimate way in which these fees can be pledged toward the repayment of advances which the Commission may make for this construction, and we are willing to do all we legally can to bring about the immediate construction of the road. We have already begun the acquisition of rights of way.

Harney County would also like to do all its own portion of construction in one unit or section commencing at the Wolter's ranch in Section 7 Tp. 27 R.24 and running thence northward to cover all the work that Harney County is to do. The County will use its own equipment and let the Commission pay the accounts. This arrangement would of course call for supervision by the Commission, and would no doubt be cheaper for the county, and in addition permit the county to employ men who are unemployed at present and may prove to be county charges unless work is provided for them.

Very truly yours,

R J Williams
County Judge

L. B. Huggs
Commissioner

Harry A Withers
Commissioner

RESOLUTION.

WHEREAS, the Yellowstone Cut-Off Highway as surveyed and located passes through Harney County, Oregon, and

WHEREAS, under the terms of the Oddie-Colton bill, the U.S.Government furnishes the funds for the construction of said highway in Harney County over government owned lands, and the State Highway Commission of Oregon has in other counties agreed to furnish funds for the construction of said highway over state owned lands if the respective counties would furnish all necessary rights of way and furnish funds for the construction of the said highway over privately owned lands, and

WHEREAS, the question of Harney County furnishing such rights of way and funds for the construction of said highway as located in Harney County is before the Court for decision, and the Court finds itself without available funds for this purpose at this time, and

WHEREAS, if Harney County had such funds available and could do such construction work over the private lands it could be done with less cost to the said Harney County and would in addition materially aid the unemployment situation in Harney County, now therefore

BE IT RESOLVED, that Harney County agrees to furnish all necessary rights of way and all necessary funds for the construction of the Yellowstone Cut-Off highway as located in Harney County over privately owned lands, with the express understanding and proviso that the U.S.Government will construct said highway over government land, and the State Highway Commission will construct the same over state lands without cost to Harney County; and be it further RESOLVED, that Harney County petitions the State Highway Commission to advance the funds necessary for Harney County's use in such construction of said highway over privately owned lands, and reimburse itself by three equal deductions from the share of Harney County in the motor vehicle license fees paid by residents of Harney County to the State of Oregon, such deductions to be made over a period of three years; and be it further RESOLVED that Harney County petition the State Highway Commission of Oregon for permission to construct said highway over private lands in Harney County and to expend such funds under the supervision of the State Highway Commission to the end that the cost of such construction be reduced to a minimum and the unemployment situation in Harney County be relieved.

R J Williams
County Judge

L. S. Hayes
Commissioner

Harry A Withers
Commissioner

6/23/31

June 17, 1931

Harney County Court
Burns, Oregon

Gentlemen:

Receipt is acknowledged of your letter of June 8, 1931 concerning completion of the Burns-Lakeview Road in Harney County. For your information, I am attaching hereto a small scale map which shows the cost of grading this project divided into three units. The northerly unit which connects with the Central Oregon Highway is estimated to cost $58,931.69 for grading, divided as follows: Through Government land $42,565.93, through state school land $6,806.42, through privately owned lands $9,559.34.

In Lake County the State Highway Commission assumed the cost of building through the school lands and I presume the Commission would make a similar arrangement with Harney County. The cost of building through the private lands, of course, would fall on the county. Also, it would be necessary for the county to secure what right of way is needed.

There remains a balance in the Oddie-Colton fund sufficient to complete all of the work in Harney County, but, as you will note, the middle unit is almost entirely through school land and private holdings, so that no Government funds are required. On the south unit immediately adjoining the Lake County line, you will note that there are no state school lands nor privately owned lands, and the entire cost falls on the Government.

If you desire to take this matter up with the Commission, would suggest that you be present at the next meeting, which will be held in Salem on June 25, or, if you would care to take the matter up by letter, I anticipate that would be sufficient.

Very truly yours

State Highway Engineer

RAK:HI

Geo. L. James, Commissioner

HARNEY COUNTY COURT
R. J. WILLIAMS, Judge
BURNS, OREGON

June 8, 1931.

Mr. Roy A. Klien,
Secretary State Highway Commission,
Salem, Oregon.

Dear Sir:

We understand there is about $56,000.00 left in the Oddie-Colton appropriation for the construction of the Burns-Lakeview Road. We are asking that you extend this road, if possible, from the Harney County line toward the Central Oregon Highway as far as the money is available, this year, on account of the unemployment situation.

Please advise us what your attitude is in this matter and let us know the date of next meeting.

Very truly yours,

R J Williams County Judge
L. B. Hayes Commissioner
Harry A Withers Commissioner

RECEIVED
JUN 10 1931

72P-1

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM		FULL RATE	
DAY LETTER		DEFERRED	
NIGHT MESSAGE		CABLE LETTER	
NIGHT LETTER		WEEK END LETTER	

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

COPY OF WESTERN UNION TELEGRAM

JUNE 5, 1931

FRED REYNOLDS, COUNTY JUDGE
LAKEVIEW, OREGON

RETEL DATE VALLEY FALLS PIKE RANCH SECTION AWARDED TO C R JOHNSON FOUR FOURTEEN EXCHANGE BUILDING PORTLAND STOP PIKE RANCH COUNTY LINE SECTION AWARDED TO EARL L McNUTT AND GUY F PYLE THREE FIFTY ONE AND ONE HALF EAST BROADWAY EUGENE

ROY A KLEIN

(DAY LETTER)

Salem, Oregon,
June 6, 1931.

TRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-B

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
NM = Night Message
NL = Night Letter
LCO = Deferred Cable
CLT = Cable Letter
WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at

PR50 21=LAKEVIEW ORG 5 1044A [illegible] 5 [illegible] 11 10

ROY A KLEIN=
STATE ENGINEER SALEM ORG=

WIRE NAME AND ADDRESSES CONTRACTORS SECURING JOB LAKEVIEW BURNS HIGHWAY VERY ANXIOUS SECURE JOBS FOR LOCAL MEN YOUR COOPERATION GREATLY APPRECIATED=

FRED REYNOLDS COUNTY JUDGE...

Ansd

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

Salem, Oregon,
June 6, 1931.

ESTIMATE OF COST BASED ON CONTRACT PRICES

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3225/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2 miles	at	$72.06	$304.50
Common Excavation	18,000 cu. yds.	at	0.21	3,780.00
Solid Rock Excavation	600 " "	at	0.70	420.00
18-inch Culvert Pipe	180 lin. ft.	at	1.50	270.00
				$4,774.50
	15% for Engineering and Contingencies			716.18
	Total			$5,490.68

Salem, Oregon,
June 6, 1931.

ESTIMATE OF COST BASE

VALLEY FALLS-PIKE RANCH SECTION AND P

LAKEVIEW-BUR

Items	Unit	Unit Prices	GOVERNMENT LAND	
			Quantity	Amou
VALLEY FALLS-PIKE RANCH SECTION				
(Stations 182+10 to 1166+33.7= 1163+00)				
Clearing and Grubbing	Miles	$ 37.63	14.8	$ 557
Excavation, Single Classification	Cu. Yds.	0.40	83,000	33,20
Common Excavation	Cu. Yds.	0.22	27,000	5,94
Solid Rock Excavation	Cu. Yds.	0.90	3,500	3,15
Overhaul	Yd. Stas.	0.02	54,000	1,080
Earth Cushion	Cu. Yds.	0.30	2,500	750
Earth Cushion Haul	Yd. Mis.	0.18	2,500	450
18-inch Culvert Pipe	Lin. Ft.	1.30	1,900	2,470
24-inch Culvert Pipe	Lin. Ft.	1.65	360	594
36-inch Culvert Pipe	Lin. Ft.	3.35	230	770
Sub-totals				$48,961
15% Engr. & Contg.				7,344
Totals for Valley Falls-Pike Ranch				$56,305
PIKE RANCH-HARNEY COUNTY LINE SECTION				
(Stations 1166+33.7 = 1163+00 to 3006+05)				
Clearing and Grubbing	Miles	$ 72.05	35.7 ~~32.1~~	$ 2,312.
Common Excavation	Cu. Yds.	0.21	158,000	33,180.
Solid Rock Excavation	Cu. Yds.	0.70	22,400	15,680.
Overhaul	Yd. Sta.	0.02	48,000	960.
12-inch Culvert Pipe	Lin. Ft.	1.00	1,950	1,950.
18-inch Culvert Pipe	Lin. Ft.	1.50	1,550	2,325.
24-inch Culvert Pipe	Lin. Ft.	2.00	- -	- -
36-inch Culvert Pipe	Lin. Ft.	4.50	- -	- -
Sub-totals				$56,407.7
15% Engr. & Contg.				8,461.1
Totals for Pike Ranch-Harney County Line				$64,868.8
Totals for Entire Project				$121,174.6

Salem, Oregon.
June 6, 1931.

OF COST BASED ON CONTRACT PRICES

TION AND PIKE RANCH-HARNEY COUNTY LINE SECTION

AKEVIEW-BURNS HIGHWAY

RNMENT LAND	STATE LAND		PRIVATELY OWNED LANDS		TOTALS	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
$ 557.00	2.4	$ 90.30	1.4	$ 52.70	18.6	$ 700.00
33,200.00	11,500	4,600.00	3,500	1,400.00	98,000	39,200.00
5,940.00	2,450	539.00	8,550	1,881.00	38,000	8,360.00
3,150.00	1,050	945.00	3,450	3,105.00	8,000	7,200.00
1,080.00	7,500	150.00	8,500	170.00	70,000	1,400.00
750.00	200	60.00	300	90.00	3,000	900.00
450.00	200	36.00	300	54.00	3,000	540.00
2,470.00	236	306.80	164	213.20	2,300	2,990.00
594.00	40	66.00	- -	- -	400	660.00
770.50	- -	- -	- -	- -	250	770.50
$48,961.50		$6,793.10		$6,965.90		$62,720.50
7,344.24		1,018.93		1,044.90		9,408.07
$56,305.74		$7,812.03		$8,010.80		$72,128.57
$ 2,312.70	2.1	$ 151.30	0.5	$ 36.00	~~54.7~~	$ 2,500.00
33,180.00	10,000	2,100.00	2,000	420.00	170,000	35,700.00
15,680.00	600	420.00	- -	- -	23,000	16,100.00
960.00	6,000	120.00	1,000	20.00	55,000	1,100.00
1,950.00	- -	- -	50	50.00	2,000	2,000.00
2,325.00	150	225.00	- -	- -	1,700	2,550.00
- -	100	200.00	- -	- -	100	200.00
- -	70	315.00	- -	- -	70	315.00
$56,407.70		$3,531.30		$ 526.00		$60,465.00
8,461.16		529.69		78.90		9,069.75
$64,868.86		$4,060.99		$ 604.90		$69,534.75
$121,174.60		$11,873.02		$8,615.70		$141,663.32

FAP 1a

PRELIMINARY ESTIMATE OF COST

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3225/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2 miles	at	$50.00	$ 210.00
Common Excavation	18,000 cu. yds.	at	0.25	4,500.00
Solid Rock Excavation	600 " "	at	1.10	660.00
18-inch Culvert Pipe	180 lin. ft.	at	2.40	432.00
				$5,802.00
	15% for Engineering and Contingencies			898.00
				$6,700.00

Salem, Oregon,
June 2, 1931.

PRELIMINARY ESTIMATE OF CO

VALLEY FALLS-PIKE RANCH SECTION AND PIKE RANCH-HA

LAKEVIEW-BURNS HIGHWAY

Items	Unit	Unit Prices	Government Land Quantity	Government Land Amount	Stat Quantity
VALLEY FALLS-PIKE RANCH SECTION					
(Stations 182/10 to 1166/33.7= 1163/00)					
Clearing and Grubbing	Miles	$26.65	14.8	$ 398.00	2.(
Excavation, Single Class.	Cu. yds.	0.70	83,000	58,100.00	11,500.
Common Excavation	Cu. yds.	0.23	27,000	6,210.00	2,450
Solid Rock Excavation	Cu. yds.	1.10	3,500	3,850.00	1,050
Overhaul	Yd. stas.	0.03	54,000	1,620.00	2,500
Earth Cushion	Cu. yds.	0.30	2,500	750.00	200
Earth Cushion Haul	Yd. mis.	0.25	2,500	625.00	200
18-inch Culvert Pipe	Lin. ft.	2.70	1,900	5,130.00	236
24-inch Culvert Pipe	Lin. ft.	3.50	360	1,260.00	40
36-inch Culvert Pipe	Lin. ft.	6.00	230	1,380.00	- -
Sub-totals				$79,323.00	
15% Engr. & Contg.				11,898.00	
Totals for Valley Falls-Pike Ranch				$91,221.00	
PIKE RANCH-HARNEY COUNTY LINE SECTION					
(Stations 1166/33.7 = 1163/00 to 3006/08)					
Clearing and Grubbing	Miles	$46.15	32.1	$1,480.00	2.1
Common Excavation	Cu. yds.	0.25	158,000	39,500.00	16,000
Solid Rock Excavation	Cu. yds.	1.10	22,400	24,640.00	600
Overhaul	Yd. Sta.	0.03	48,000	1,440.00	6,000
12-inch Culvert Pipe	Lin. Ft.	1.45	1,950	2,827.00	- -
18-inch Culvert Pipe	Lin. Ft.	2.40	1,550	3,720.00	150
24-inch Culvert Pipe	Lin. Ft.	3.55	- -	- -	100
36-inch Culvert Pipe	Lin. Ft.	6.00	- -	- -	70
Sub-totals				$73,607.00	
15% Engr. & Contg.				11,041.00	
Totals for Pike Ranch-Harney County Line				$84,648.00	
Totals for Entire Project				$175,869.00	

Salem, Oregon,
June 3, 1931.

IMINARY ESTIMATE OF COST

TION AND PINE RANCH-HARNEY COUNTY LINE SECTION

LAKEVIEW-BURNS HIGHWAY

t Land	State Land		Privately Owned Lands		Totals	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
$ 398.00	2.4	$ 64.00	1.4	$ 38.00	18.6	$ 500.00
58,100.00	11,500.0	8,050.00	3,500.	2,450.00	98,000	68,600.00
6,210.00	2,450	564.00	8,560	1,966.00	38,000	8,740.00
3,850.00	1,050	1,155.00	3,450	3,795.00	8,000	8,800.00
1,620.00	7,500	225.00	8,500	255.00	70,000	2,100.00
750.00	200	60.00	300	90.00	3,000	900.00
625.00	200	50.00	300	75.00	3,000	750.00
5,130.00	226	637.00	164	443.00	2,300	6,210.00
1,260.00	40	140.00	- -	- -	400	1,400.00
1,380.00	- -	- -	- -	- -	250	1,380.00
$79,323.00		$10,945.00		$ 9,112.00		$99,380.00
11,898.00		1,642.00		1,367.00		14,907.00
$91,221.00		$12,587.00		$10,479.00		$114,287.00
$1,480.00	2.1	$ 97.00	0.5	$ 23.00	34.7	$1,600.00
39,800.00	10,000	2,500.00	2,000	500.00	170,000	42,800.00
24,640.00	600	660.00	- -	- -	23,000	25,300.00
1,440.00	6,000	180.00	1,000	30.00	55,000	1,650.00
2,827.00	- -	- -	50	73.00	2,000	2,900.00
3,720.00	150	360.00	- -	- -	1,700	4,080.00
- -	100	365.00	- -	- -	100	365.00
- -	70	420.00	- -	- -	70	420.00
$73,607.00		$4,572.00		$626.00		$78,805.00
11,041.00		686.00		94.00		11,821.00
$84,648.00		$5,258.00		$720.00		$90,626.00
175,869.00		$17,845.00		$11,199.00		$204,913.00

7LP-19

ESTIMATE OF COST BASED ON CONTRACT PRICES

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3225/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2	miles	at	$72.05	$304.50
Common Excavation	18,000	cu. yds.	at	0.21	3,780.00
Solid Rock Excavation	600	" "	at	0.70	420.00
18-inch Culvert Pipe	180	lin. ft.	at	1.50	270.00
					$4,774.50
				15% for Engineering and Contingencies	716.18
				Total	$5,490.68

Salem, Oregon,
June 6, 1931.

ESTIMATE OF COST BASED ON CONTRACT PRICES

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3225/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2	miles	at	$72.50	$304.50
Common Excavation	18,000	cu. yds.	at	0.21	3,780.00
Solid Rock Excavation	600	" "	at	0.70	420.00
18-inch Culvert Pipe	180	lin. ft.	at	1.50	270.00
					$4,774.50
		15% for Engineering and Contingencies			716.18
		Total			$5,490.68

Salem, Oregon,
June 6, 1931.

ESTIMATE OF COST

VALLEY FALLS-PIKE RANCH SECTION

LAKEVI

Items	Unit	Unit Prices	GOVERNMENT Quantity	
VALLEY FALLS-PIKE RANCH SECTION (Stations 182/10 to 1166/33.7= 1163/00)				
Clearing and Grubbing	Miles	$ 37.63	14.8	$
Excavation, Single Classification	Cu. Yds.	0.40	83,000	
Common Excavation	Cu. Yds.	0.22	37,000	
Solid Rock Excavation	Cu. Yds.	0.90	3,500	
Overhaul	Yd. Stas.	0.02	54,000	
Earth Cushion	Cu. Yds.	0.30	2,500	
Earth Cushion Haul	Yd. Mis.	0.18	2,800	
18-inch Culvert Pipe	Lin. Ft.	1.30	1,900	
24-inch Culvert Pipe	Lin. Ft.	1.65	360	
36-inch Culvert Pipe	Lin. Ft.	3.35	230	
Sub-totals				$48
15% Engr. & Contg.				7
Totals for Valley Falls-Pike Ranch				$56.
PIKE RANCH-HARNEY COUNTY LINE SECTION (Stations 1166/33.7 - 1163/00 to 3006/06)				
Clearing and Grubbing	Miles	$ 72.05	32.1	$ 2.
Common Excavation	Cu. Yds.	0.21	158,000	33,
Solid Rock Excavation	Cu. Yds.	0.70	22,400	15,
Overhaul	Yd. Sta.	0.02	48,000	
12-inch Culvert Pipe	Lin. Ft.	1.00	1,950	1,
18-inch Culvert Pipe	Lin. Ft.	1.50	1,550	2,3
24-inch Culvert Pipe	Lin. Ft.	2.00	- -	
36-inch Culvert Pipe	Lin. Ft.	4.50	- -	
Sub-totals				$56,4
15% Engr. & Contg.				8,4
Totals for Pike Ranch-Harney County Line				$64,8
Totals for Entire Project				$121,1

Salem, Oregon.
June 6, 1931.

BASED ON CONTRACT PRICES

AND PIKE RANCH-HARNEY COUNTY LINE SECTION

W-BURNS HIGHWAY

LAND	STATE LAND		PRIVATELY OWNED LANDS		TOTALS	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
$ 557.00	2.4	$ 90.30	1.4	$ 52.70	18.6	$ 700.00
33,200.00	11,500	4,600.00	3,500	1,400.00	98,000	39,200.00
5,940.00	2,450	539.00	8,550	1,881.00	38,000	8,360.00
3,150.00	1,050	945.00	3,450	3,105.00	8,000	7,200.00
1,080.00	7,500	150.00	8,500	170.00	70,000	1,400.00
750.00	200	60.00	300	90.00	3,000	900.00
450.00	200	36.00	300	54.00	3,000	540.00
2,470.00	236	306.80	164	213.20	2,300	2,990.00
594.00	40	66.00	- -	- -	400	660.00
770.50	- -	- -	- -	- -	250	770.50
$48,961.50		$6,793.10		$6,965.90		$62,720.50
7,344.24		1,018.95		1,044.90		9,408.07
$56,305.74		$7,812.05		$8,010.80		$72,128.57
$ 2,312.70	2.1	$ 151.30	0.5	$ 36.00	34.7	$ 2,500.00
33,180.00	10,000	2,100.00	2,000	420.00	170,000	35,700.00
15,680.00	600	420.00	- -	- -	23,000	16,100.00
960.00	6,000	120.00	1,000	20.00	55,000	1,100.00
1,950.00	- -	- -	50	50.00	2,000	2,000.00
2,325.00	150	225.00	- -	- -	1,700	2,550.00
- -	100	200.00	- -	- -	100	200.00
- -	70	315.00	- -	- -	70	315.00
$56,407.70		$3,531.30		$ 526.00		$60,465.00
8,461.16		529.69		78.90		9,069.75
$64,868.86		$4,060.99		$ 604.90		$69,534.75
$121,174.60		$11,873.02		$8,615.70		$141,663.32

72P-19

May 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate and five bid proposals covering the Valley Falls-Pikes Ranch Section, Federal Lands Highway Project 1-A. Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department 4 Federal Lands Highway Project No. 1-A

VALLEY FALLS-PIKE'S RANCH SECTION
OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate with plans. Not as basis for project agreement)

476+91 Salem, Oregon, May 26, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands
(Stas. 182+10 to 380+25, (415+45) to 832+55, 902+50 to 913+85, 919+42 to 932+10, 1005+05 to 1055+05, 1071+10 to 1162+31.7 = 1083+00)

	All Required	Clearing and Crubbing		$ 400.00
83000	- 86,500 cu. yds.	Excavation, Single Classification	$ 0.70	60,550.00
27000	- 27,000 cu. yds.	Common Excavation	0.23	6,210.00
3500	- 3,500 cu. yds.	Solid Rock Excavation	1.10	3,850.00
54000	- 61,000 yd. stas.	Overhaul	0.03	1,830.00
2500	- 2,700 cu. yds.	Earth Cushion	0.30	810.00
2500	- 2,700 yd. stas.	Earth Cushion Haul	0.25	675.00
1900	- 2,100 lin. ft.	18" Culvert Pipe	2.70	5,670.00
360	- 400 lin. ft.	24" Culvert Pipe	3.50	1,400.00
230	- 230 lin. ft.	36" Culvert Pipe	6.00	1,380.00

557.00

88 875.00

Sub-total	$ 82,775.00
10% Engr. & Cont.	8,277.50
Total	$ 91,052.50

97,312.00 50

Roadway thru Other Lands
(Stas. 380+25 to 415+45, 832+55 to 902+50, 913+85 to 919+42, 932+10 to 1005+05, 1055+05 to 1071+10)

	All Required	Clearing and Grubbing		$ 100.00
15,000	- 3,500 cu. yds.	Excavation, Single Classification	$0.70	2,450.00
11,000	- 11,000 cu. yds.	Common Excavation	0.23	2,530.00
4,500	- 4,500 cu. yds.	Solid Rock Excavation	1.10	4,950.00
7,000	- 9,000 yd. stas.	Overhaul	0.03	270.00
300	- 300 cu. yds.	Earth Cushion	0.30	90.00
300	- 300 yd. mis.	Earth Cushion Haul	0.25	75.00
400	- 200 lin. ft.	18" Culvert Pipe	2.70	540.00
40				

143.-

Sub-total	$ 11,005.00
10% Engr. & Cont.	1,100.50
Total	$ 12,105.50
Sub-total (Entire project)	$ 93,780.00
10% Engr. & Cont.	9,378.00
Total (Entire Project)	$ 103,158.00

Length of Project	18.640 miles
Cost per mile	$5,554.22
Government Funds Requested	$91,082.80
County Funds	12,103.20
	$103,186.00

Form 39—E-18703—2M—10-30

7 L P - 1a

O[illegible]ON STATE HIGHWAY DEPART[illegible]

FIELD ENGINEER'S WEEKLY REPORT

NOTED
State Highway Engineer

Date May 23, 1931

Job name Valley Falls-Pike Ranch Sect.

Week from May 16 to May 23

Mail address Valley Falls, Ore.

Highway Lakeview-Burns

Telegraph or telephone address Lakeview, Ore

County Lake Job prefix 19TB ✓

Express and freight address " "

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

County force clearing R.W. between Sta 0+00 and Sta 181+00

One mile of R.W. cleared

Party working staking R.W. between Sta 0+00 and Sta 181+00

Referencing points between Sta 0+00 and Sta 300.

Cross-sectioning between sta 181 and sta 260

(See back of this sheet for instructions and detailed information.)

Signed John T Burch

Title Resident Engineer

GRADING CONSTRU N

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be remeasured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

78P-1a

PRELIMINARY ESTIMATE OF COST
VALLEY FALLS-PIKES RANCH SECTION
LAKEVIEW-BURNS HIGHWAY

Portions on Government Lands:

Clearing and Grubbing	All Required	$ 400.00	
Excavation, Single Classif.	96,500 cu. yds. at $0.70	67,550.00	
Common Excavation	26,500 " " at 0.23	6,095.00	
Solid Rock Excavation	3,500 " " at 1.10	3,850.00	
Overhaul	61,400 yd. sta. at 0.03	1,842.00	
18-inch Culvert Pipe	2,150 lin.ft. at 2.70	5,805.00	
24-inch Culvert Pipe	30 " " at 3.50	105.00	
36-inch Culvert Pipe	8 " " at 6.00	48.00	
	Sub-total	$85,695.00	
	15% for Engr. & Cont.	12,854.25	
	Total for Government Lands		$98,549.25

Portions on Privately Owned Lands:

Clearing and Grubbing	All Required	$ 100.00	
Excavation, Single Classif.	3,500 cu. yds. at $0.70	2,450.00	
Common Excavation	24,500 " " at 0.23	5,635.00	
Solid Rock Excavation	5,000 " " at 1.10	5,500.00	
Overhaul	12,600 yd. stas at 0.03	378.00	
18-inch Culvert Pipe	450 lin. ft. at 2.70	1,215.00	
36-inch Culvert Pipe	100 " " at 6.00	600.00	
	Sub-total	$15,878.00	
	15% for Engr. & Cont.	2,381.70	
	Total for Private Lands		$18,259.70
	Total for Entire Section		$116,808.95

Salem, Oregon,
April 29, 1931.

PRELIMINARY ESTIMATE OF COST

PIKES RANCH-HARNEY COUNTY LINE SECTION

LAKEVIEW-BURNS HIGHWAY

Portions on Government Lands:

Clearing and Grubbing	All Required		$ 1,500.00	
Common Excavation	149,000 cu. yds. at	$0.25	37,250.00	
Solid Rock Excavation	18,000 " " at	1.10	19,800.00	
Overhaul	41,000 yd. stas. at	0.03	1,230.00	
12-inch Culvert Pipe	2,000 lin. ft. at	1.45	2,900.00	
18-inch Culvert Pipe	1,400 " " at	2.40	3,360.00	
	Sub-total		$66,040.00	
	15% Engr. & Cont.		9,906.00	
	Total for Government Lands			$75,946.00

Portions on Privately Owned Lands:

Clearing and Grubbing	All Required		$ 100.00	
Common Excavation	7,000 cu. yds. at	$0.25	1,750.00	
Solid Rock Excavation	200 " " at	1.10	220.00	
Overhaul	4,000 yd. stas. at	0.03	120.00	
12-inch Culvert Pipe	100 lin. ft. at	1.45	145.00	
18-inch Culvert Pipe	200 " " at	2.40	480.00	
24-inch Culvert Pipe	100 " " at	3.35	335.00	
	Sub-total		$3,150.00	
	15% Engr. & Cont.		472.50	
	Total for Private Lands			$ 3,622.50
	Total for Entire Section			$79,568.50

Salem, Oregon,
April 29, 1931.

PRELIMINARY ESTIMATE OF COST

LAKE COUNTY LINE-OKERMAN RANCH SECTION

LAKEVIEW-BURNS HIGHWAY

Portions on Government Lands:

Clearing and Grubbing	All	required			$ 1,200.00
Common Excavation	106,500	cu. yds.	at	$0.25	26,625.00
Intermediate Excavation	18,500	" "	"	0.40	7,400.00
Solid Rock Excavation	14,500	" "	"	1.10	15,950.00
Overhaul	17,800	yd. stas.	at	0.03	534.00
18-inch Culvert Pipe	1,810	lin. ft.	at	2.30	4,163.00
24-inch Culvert Pipe	180	" "	at	3.25	585.00
36-inch Culvert Pipe	146	" "	at	6.00	876.00

Sub-total............$ 57,333.00

15% for Engr. & Contg. 8,599.95

Total for Govt. Lands...........$65,932.95

Portions on Privately-Owned Lands:

Clearing and Grubbing	All	required			$ 600.00
Common Excavation	65,000	cu. yds.	at	0.25	16,250.00
Intermediate Excavation	5,600	" "	at	0.40	2,240.00
Solid Rock Excavation	7,000	" "	at	1.10	7,700.00
Overhaul	10,200	yd. stas.	at	0.03	306.00
Lumber and Timber	26	M-FBM	at	65.00	1,690.00
Class "B" Concrete	15	cu. yds.	at	28.00	420.00
18-inch Culvert Pipe	890	lin. ft.	at	2.30	2,047.00
24-inch Culvert Pipe	130	lin. ft.	at	3.25	422.50
36-inch Culvert Pipe	110	lin. ft.	at	6.00	660.00

Sub-total.......... $ 32,335.50

15% Engr. & Contg. 4,850.32

Total for Private Lands........$37,185.82

Total for Entire section......$103,118.77

Salem, Oregon.
April 29, 1931.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

May 11, 1931 FLP. 1

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Ore.

Dear Sir:

In connection with the preparation of vouchers for payments for construction of Federal Lands Highways projects, it is requested that you use Form P.R. 20, making it up the same as any other vouchers covering payment to a state on a Federal Aid project when payment is made at the rate of 100 per cent.

Will you please correct the first line under address on the face of the voucher to read "Federal Lands Highways Project" instead of "Federal Aid Project".

Very truly yours

W H Lynch

W. H. Lynch
District Engineer

Fon

RECEIVED
MAY [illegible] 1931

Mr. Klein

72P-1

RECEIVED
APR 16 1931
OREGON
STATE HIGHWAY COMMISSION

April 15, 1931

Judge W. J. Williams,
County Judge,
Harney County,
Burns, Oregon.

Dear Sir:-

In answer to your telegram concerning the Burns-Lakeview Public Lands Highway Project, will say that one of the conditions under which the Secretary of Agriculture approved this project was as follows:-

> "The Secretary made his approval subject to the condition that satisfactory evidence will be submitted showing that the lands traversed are eligible for aid under the provisions of the Act approved June 24, 1930, and subject to the further condition that definite financial arrangements will be made for the prompt construction of the remaining portions of the road not eligible for aid under the Oddie-Colton Act of June 24, 1930, and for the maintenance thereof after construction."

From the above you can see that it will be necessary for some agency to provide funds for the construction across the non-public land. As the State Highway Commission will let the contract, supervise the construction, and be responsible for the carrying out of this clause, it is suggested that you take this matter up with them and find out how they desire to handle the construction and maintenance across the ineligible lands.

Very truly yours,

W. H. Lynch
District Engineer

(C O P Y) 'T'

1931 APR 14 PM 9 54

BFA 268 84 NL - BURNS ORG 14

W H LYNCH = BUREAU OF PUBLIC ROADS POST OFFICE BLDG
PORTLAND ORG -

IS IT YOUR UNDERSTANDING THAT HARNEY COUNTY IS TO PAY FOR CONSTRUCTION OF ROAD OVER PRIVATE LANDS LAKEVIEW BURNS ROAD STOP DONEGAN REPORTS YOU INFORMED HIM THAT YOU WOULD NOT ADVERTISE ROAD UNLESS COUNTY COURTS OF LAKE AND HARNEY COUNTIES WOULD AGREE TO REIMBURSE BUREAU FOR FUNDS EXPENDED ON ROADS OVER PRIVATE LANDS AND ALSO AGREE TO LET ALL OF ROAD UNDER ONE CONTRACT STOP DID DONEGAN HAVE RIGHT UNDERSTANDING OF YOUR POSITION SURE WE CAN MAKE SATISFACTORY ARRANGEMENT WHEN WE KNOW YOUR WISHES

R J WILLIAMS COUNTY JUDGE.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

March 7, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our wire of March 2, advising that the Secretary approved the project statement for Oregon Federal Lands Highway Project No. 1 on February 28, 1931.

The Secretary's approval was made subject to the condition that satisfactory evidence be submitted showing that the lands traversed are eligible for aid under the provisions of the Act approved June 24, 1930, and subject to the further condition that definite financial arrangements will be made for the prompt construction of the remaining portions of the road not eligible for aid under the Oddie-Colton Act of June 24, 1930, and for the maintenance thereof after construction.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

REFERRED TO
Probert
By State Highway Engineer

SAP

BURNS HIGHWAY SURVEY TO BE FINISHED APRIL

3/5/31

Lakeview, Or.—Working at top speed in spite of weather conditions, crews engaged in surveying the south end of the new Lakeview-Burns highway are making rapid progress, according to the resident engineer, B. J. Crowley, who made a complete inspection of the work. At the lower end of Abert lake, beginning at the turnout near Valley Falls, 13 miles of location line and cross sectioning have been completed. At the north end of the lake some six or seven miles of similar work have been completed.

Completion of the survey is expected to be accomplished not later that the last of March, according to Mr. Crowley. This will include all computations and estimates and these will probably be turned over to the commission so that bids can be received shortly after the first of April, and contracts let early in the month.

Daily Journal of Commerce
March 5th 1931.

Fe[illegible] of Land
Highway Project No. 1

Feb. 2, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith five copies of the project statement covering the Valley Falls-Riley Section of the Lakeview-Burns Highway in Lake and Harney Counties. As it is contemplated to construct this project under the terms of the Oddie-Colton Bill, we are somewhat uncertain of the information to submit, and have, accordingly, left several parts of these papers uncomplete, anticipating that your department will supply the required data. In connection with this information to be supplied by your office, please be advised that Lake and Harney Counties have signified their willingness to contribute the construction and maintenance costs for those sections of the project which are situated on appropriated land.

We have not assigned a number to this project as we were not sure whether it would be given a usual federal aid project number or would be designated by some other numerical series. If a regular federal aid project number is to be used, we would suggest, for the reason that we have begun the preparation of the maps for Projects No. 165 and No. 166, that this project be assigned No. 167. Please advise us if this is done.

The blueprints to accompany these papers were given to Mr. Davis when he was in this office a few days ago.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer.

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.
encl.

STATE Oregon
PROJECT NO.
(Not to be filled in)

Form PR. 1
BUREAU OF PUBLIC ROADS
U. S. DEPARTMENT OF AGRICULTURE

PROJECT STATEMENT
AS REQUIRED BY
FEDERAL AID ROAD ACT
Approved July 11, 1916, and acts amendatory thereof and supplementary thereto

(Date) January 23rd, 1931.

The Secretary of Agriculture,
Washington, D. C.

SIR: The State of Oregon, pursuant to the provisions of the Act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," as amended and supplemented, and to the Rules and Regulations of the Secretary of Agriculture made and published thereunder, does hereby submit by its State Highway Commission, constituting the State Highway Department of said State, this project statement for the road herein described, which it is proposed to construct under the provisions of said Acts and said Rules and Regulations, and for which Federal aid is requested out of the apportionments made to said State by the Secretary of Agriculture under the provisions of the said Acts.

1. Local name of road Valley Falls-Riley Section, Lakeview-Burns Highway

2. Between control points of official description: ______ and ______

3. Between intermediate control points if used: ______ and ______

County of Harney and Lake

4. Length in miles (gross) 9.04 (net) 20.4

5. Preliminary estimate of cost: Total, $ 292,000.00; section of road to be first improved, $______, of which $______ is the estimated cost of "bridges" of more than 20 feet clear span.

6. Amount of funds which {are / will be} available for construction of section of road to be first improved: (a) ~~State~~: ______
(Amount.)

______
(Source; refer to statute.)

(b) County ______
(Amount.) (Source; refer to statute.)

______

8—8072

7. Funds for maintenance to be provided by Government (State or (and) county.), from the following sources: (Refer to statute.)

8. Official, officials, or depository authorized by State law to receive public funds of the State and designated by the State Highway Department to receive Federal funds for this project: Treasurer of the State of Oregon

9. Names of State and Federal Engineers making Route Report, and full title of report accompanying this Project Statement:

10. Places on the project having a population of 2,500 or more as shown by the latest Federal census: None

11. Additional remarks:

Assurance is given that the foregoing information concerning the project herein described is known by the State Highway Department to be correct, and that all of the provisions of the State laws affecting the power and authority of the State Highway Department to cooperate with the Federal Government in the construction of this project have been fully complied with.

Respectfully submitted,

Oregon State Highway Commission,
(Official title of Highway Department.)

By

Chairman,
(Title of officer.)

By

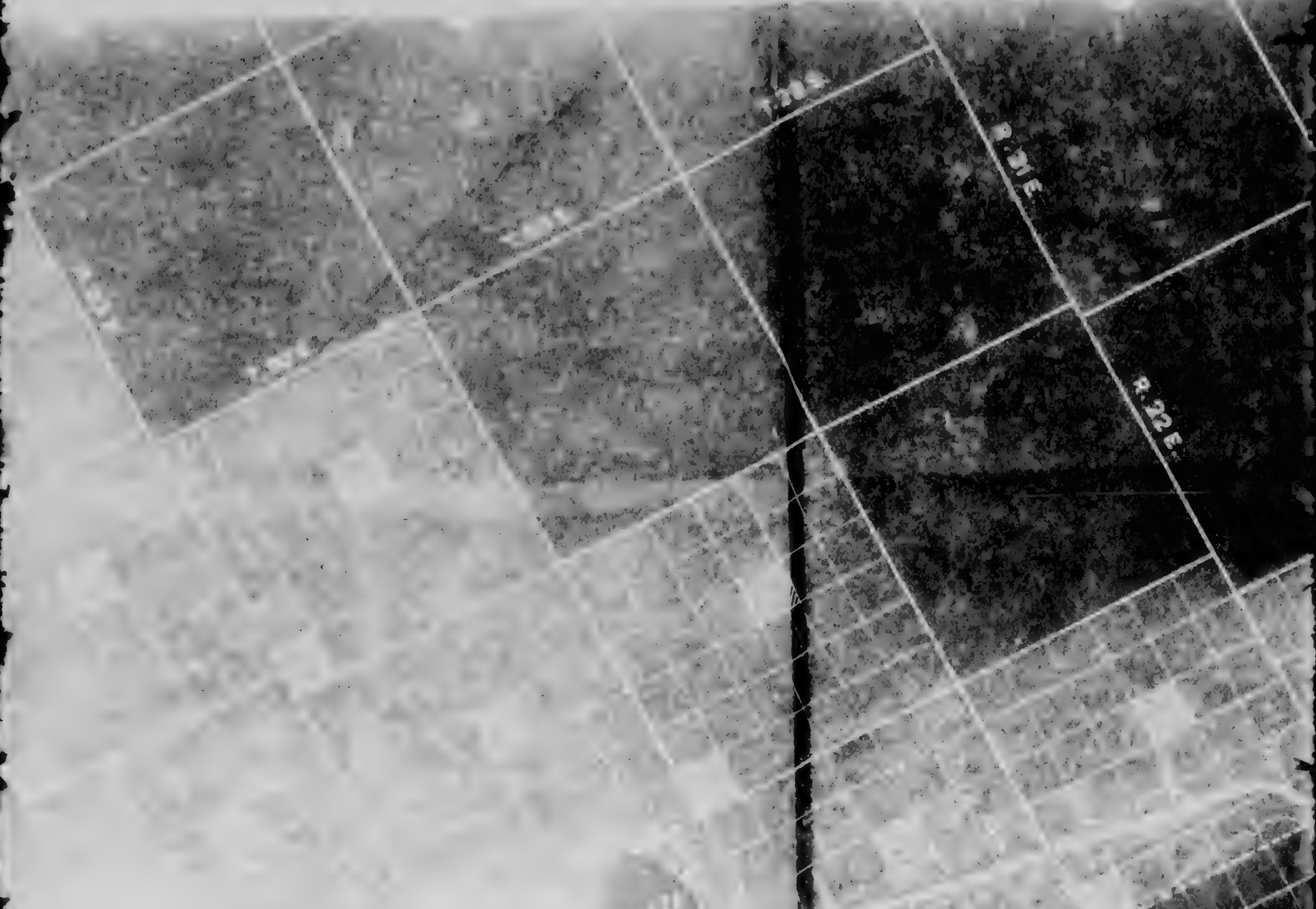
Commissioner,
(Title of officer.)

By

Commissioner,
(Title of officer.)

SECTION
LEGEND
F.A. PROJ. No 100
Ch

Cheyenne
PAISLEY
No 100
R.15 E.
T.31 S.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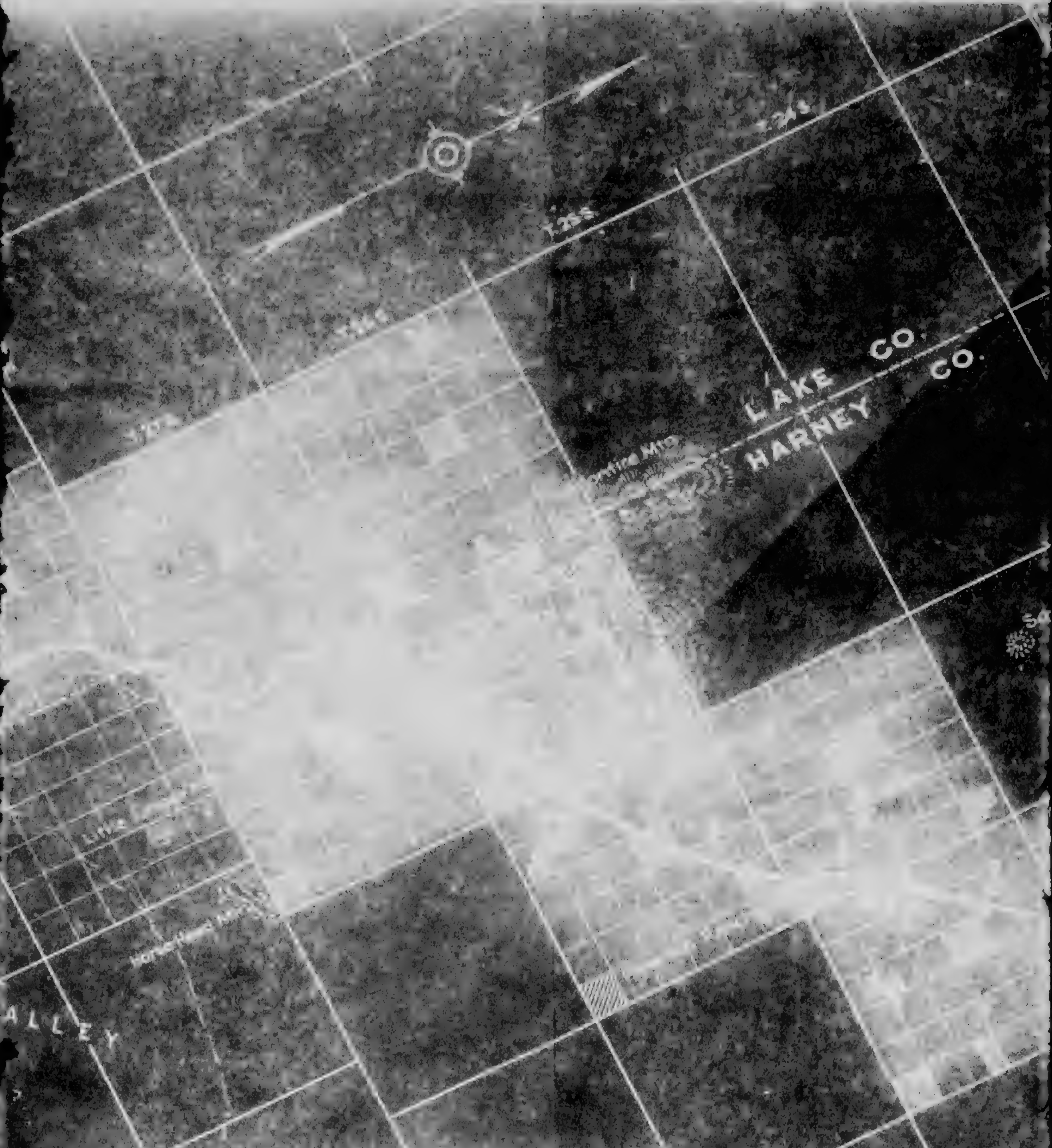
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T.25S.
LAKE CO.
HARNEY CO.
ALLEY

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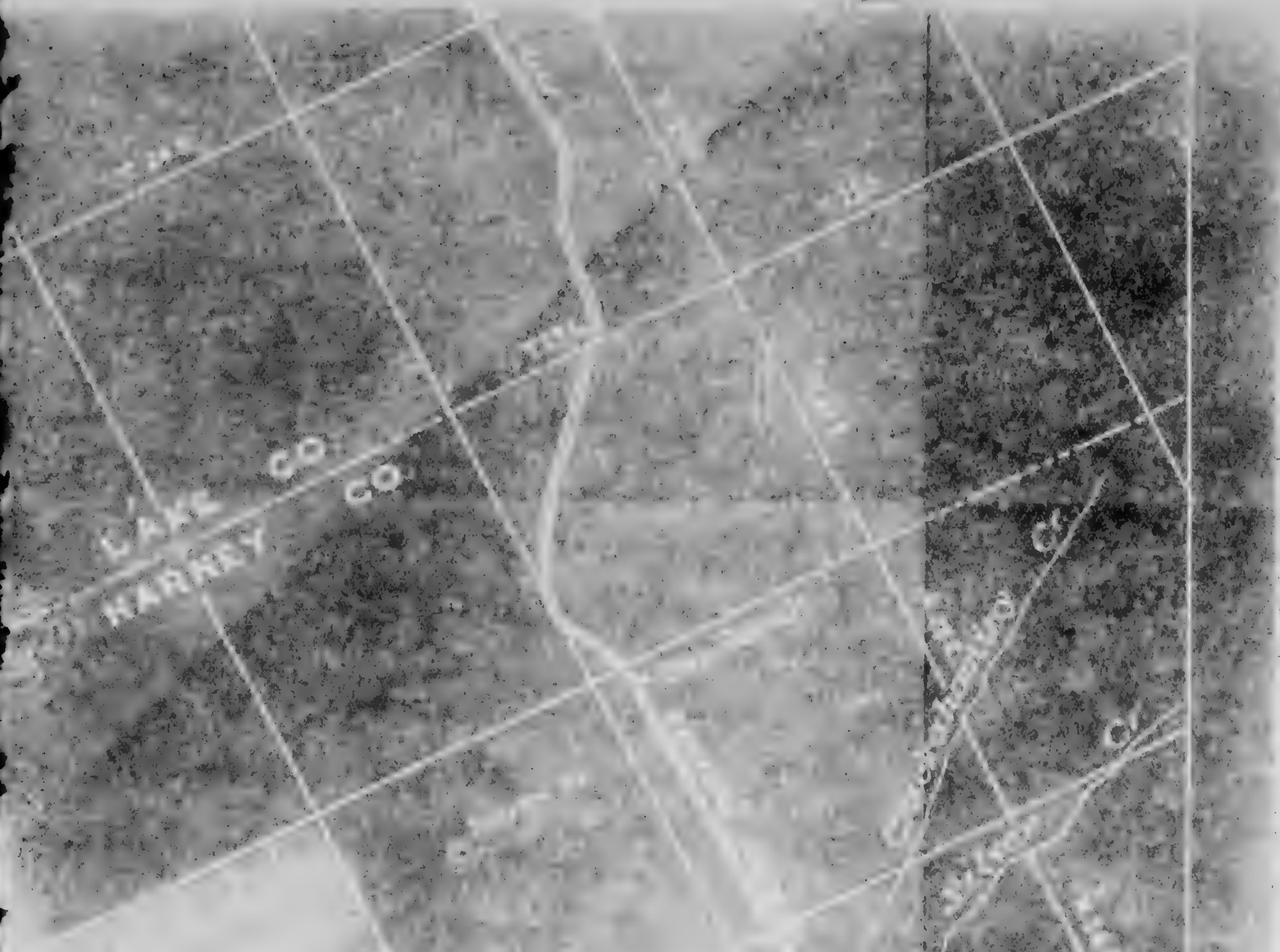


Cour

State

7LP-1

County Court of Lake County
State of Oregon

LAKEVIEW, OREGON

January 5, 1931

The Oregon State Highway Commission, and
The United States Bureau of Public Roads

Gentlemen:

A few months ago the counties of Harney and Lake, State of Oregon, made a formal application to the Oregon State Highway Commission that the first funds received by the State of Oregon by virtue of the Oddie-Colton law, be used in the construction of a highway connecting the Central Oregon and Fremont Highways.

Congress recently appropriated a considerable sum of money to be allotted amongst several states, including Oregon, for the purpose of constructing highways across those tracts of government land described in said Oddie-Colton law. It appears that there only remains the task of obtaining a ruling from the Secretary of the Interior and the Secretary of Agriculture as to what regions in this State Oregon's allottment can be used to benefit, and the further task of locating the road or roads to be constructed, which tasks necessarily involve a great deal of work.

In order, therefore, to assist the Oregon State Highway Commission and the United States Bureau of Public Roads in every way possible to hasten the formulation of such governmental rules as are necessary, and, in order to assist those gentlemen to obtain a proper understanding of the request of Harney and Lake counties that Oregon's share of said appropriated funds should be expended in the construction of the above mentioned highway, in preference to any other, the County Court of Harney County, the Chamber of Commerce of the City of Burns, Oregon, the County Court of Lake County, and the Lake County Chamber in joint meeting assembled at Lakeview, Oregon, have this 5th day of January, 1931, commissioned Mr. James J. Donegan, of Burns, Oregon, the bearer of this letter, to jointly represent them in assisting you gentlemen in every possible way to hasten the expenditure of Oregon's share of said recent appropriation and to present to you the many reasons why a highway between the Central Oregon and Fremont Highways should be the first Oregon highway to be constructed with said funds.

Yours very truly,

R J Williams
County judge, Harney County

A. G. T Bardwell
President, Burns Chamber of Commerce

Ira G Reynolds
County judge, Lake County

Ernest A Fetsch
President, Lake County Chamber of Commerce

not able vary

STATE HIGHWAY DEPARTMENT

SKETCH MAP

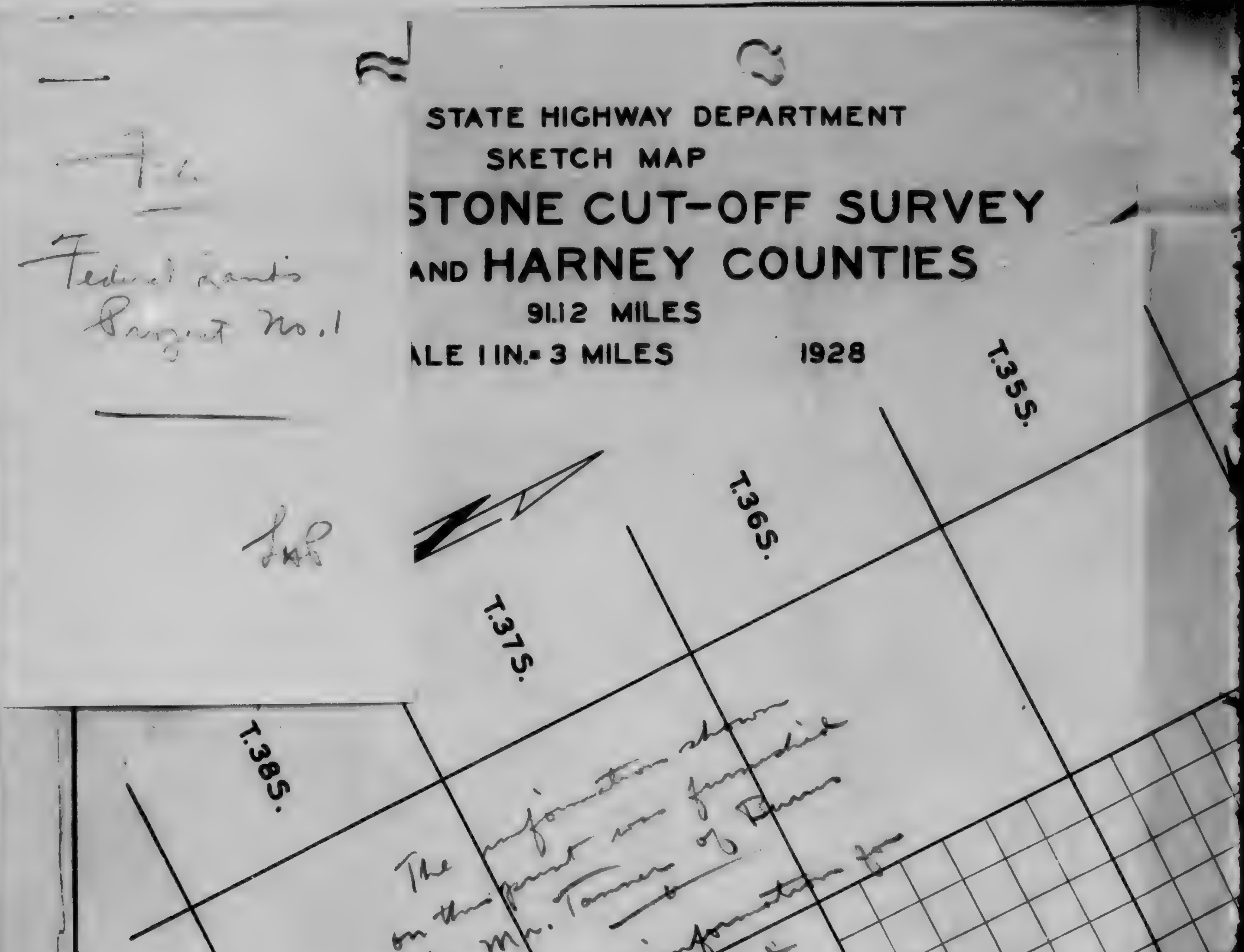
STONE CUT-OFF SURVEY

AND HARNEY COUNTIES

91.12 MILES

ALE 1 IN.= 3 MILES 1928

Federal Lands Project No. 1



The information shown on this print was furnished by Mr. Tanner of Burns

See revised information for Lake County, obtained from Crowley.

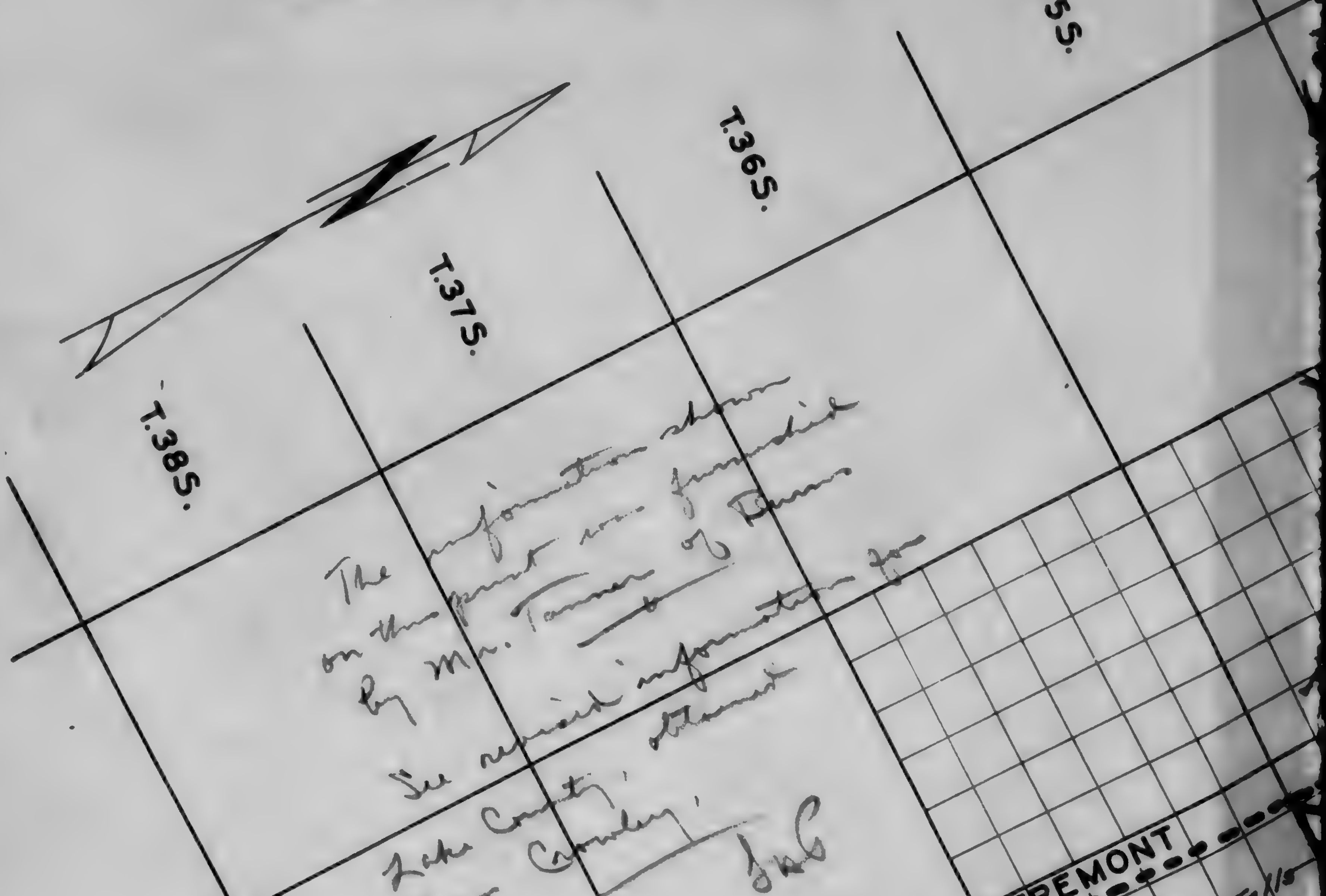
OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

YELLOWSTONE CUT-OFF SURVEY
LAKE AND HARNEY COUNTIES

91.12 MILES

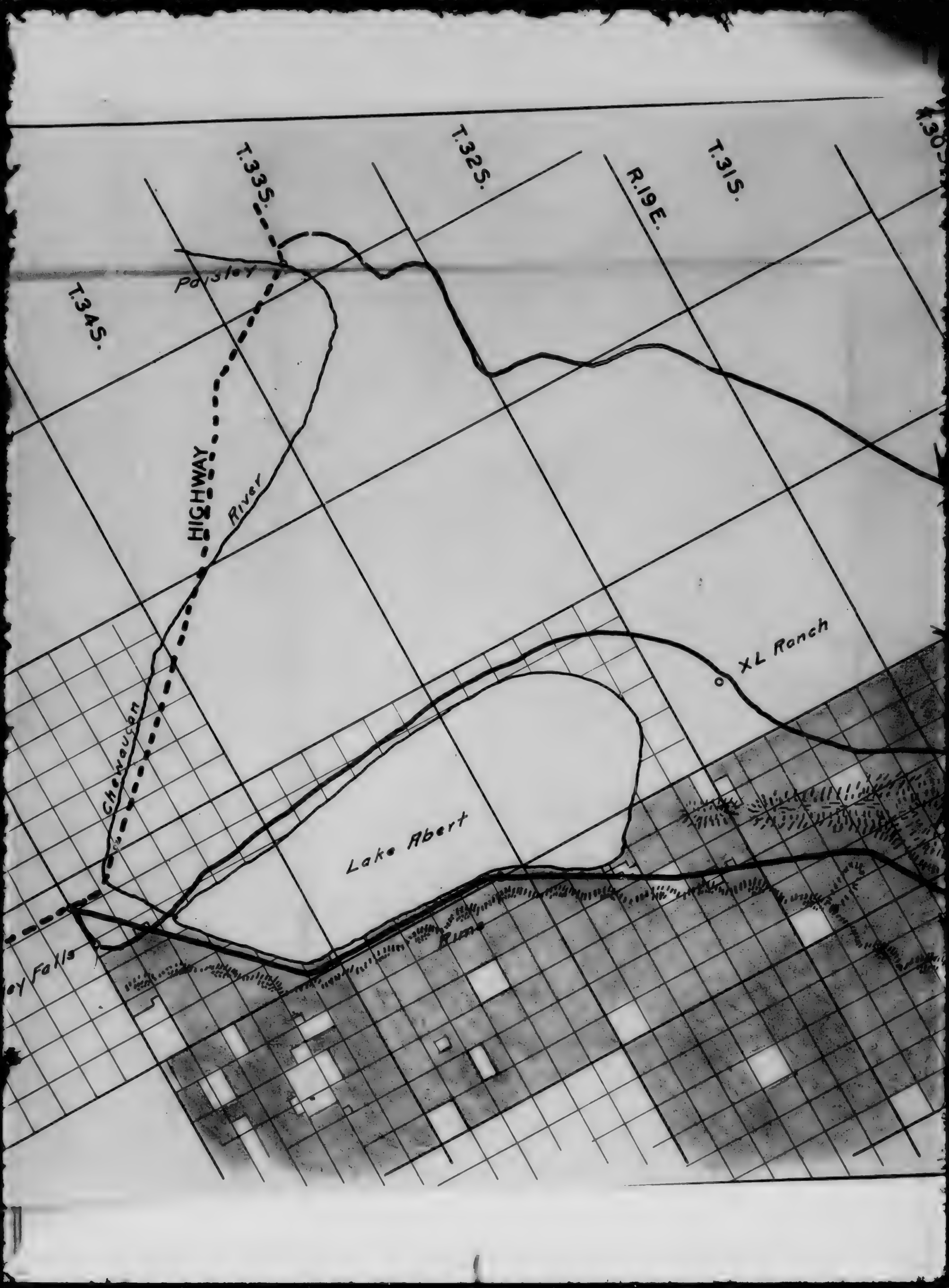
SCALE 1 IN.= 3 MILES 1928



The information shown on this print was furnished by Mr. Tanner of Burns

See revised information for Lake County, obtained from Crowley.

JWG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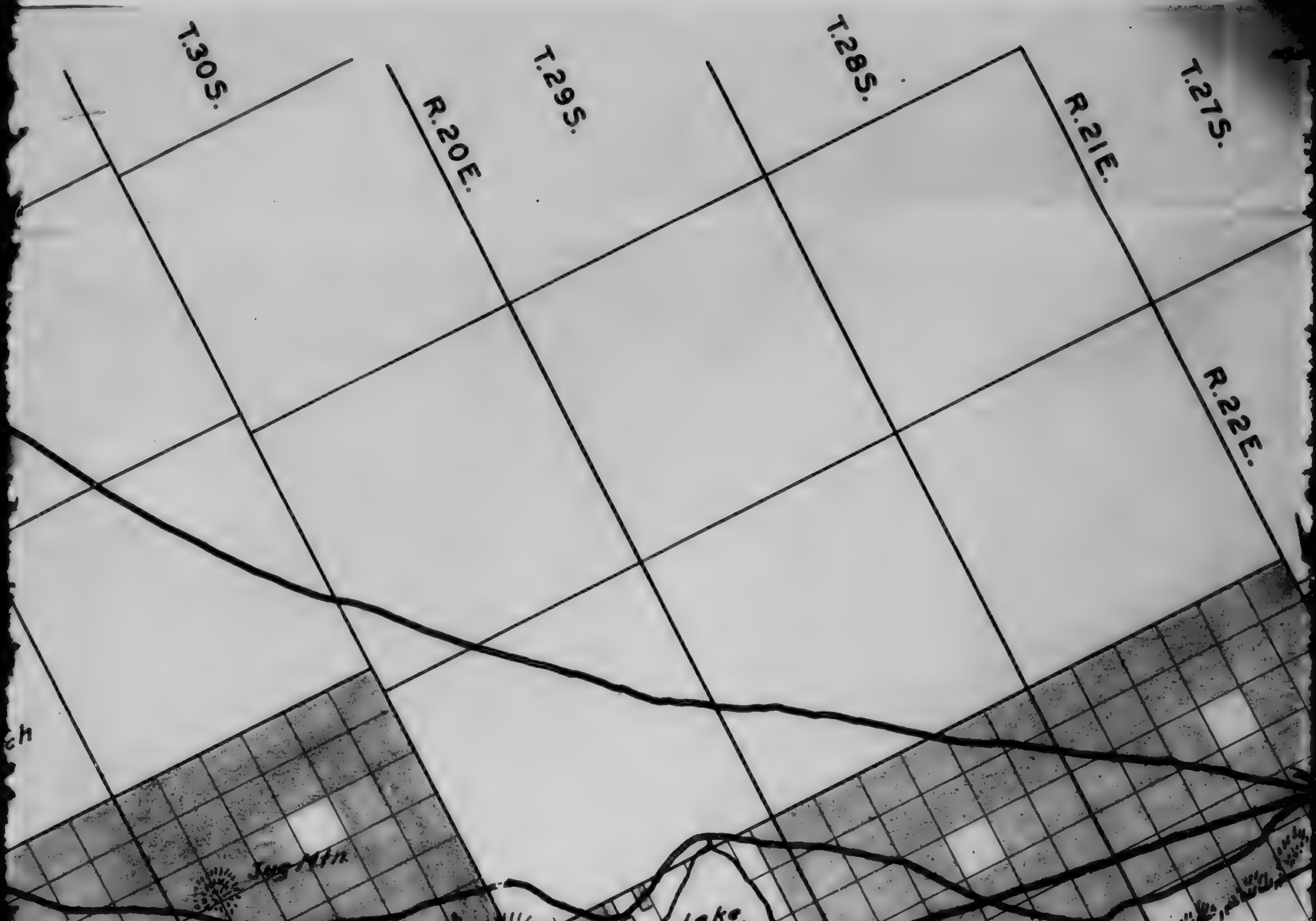
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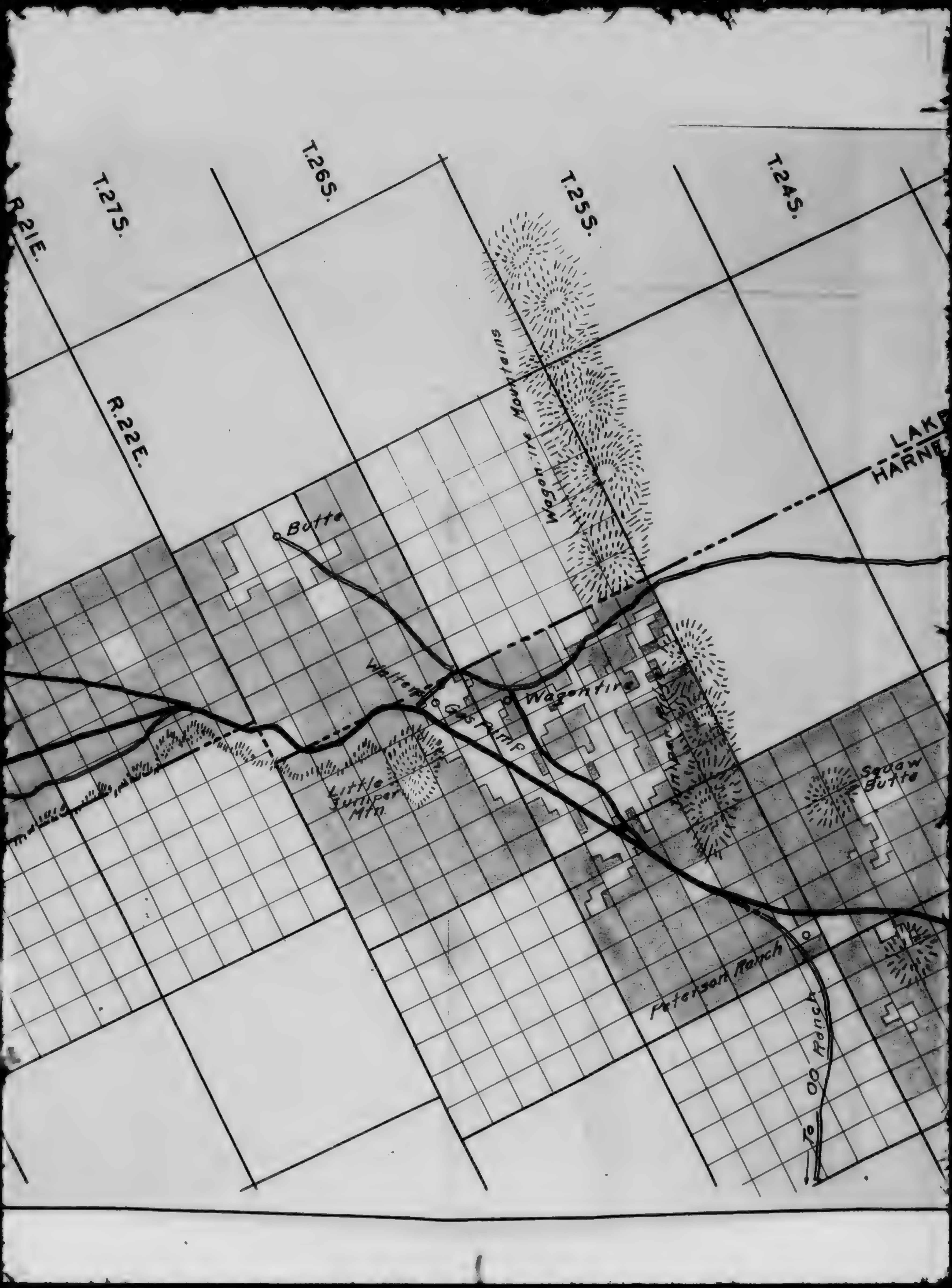
Grays Butte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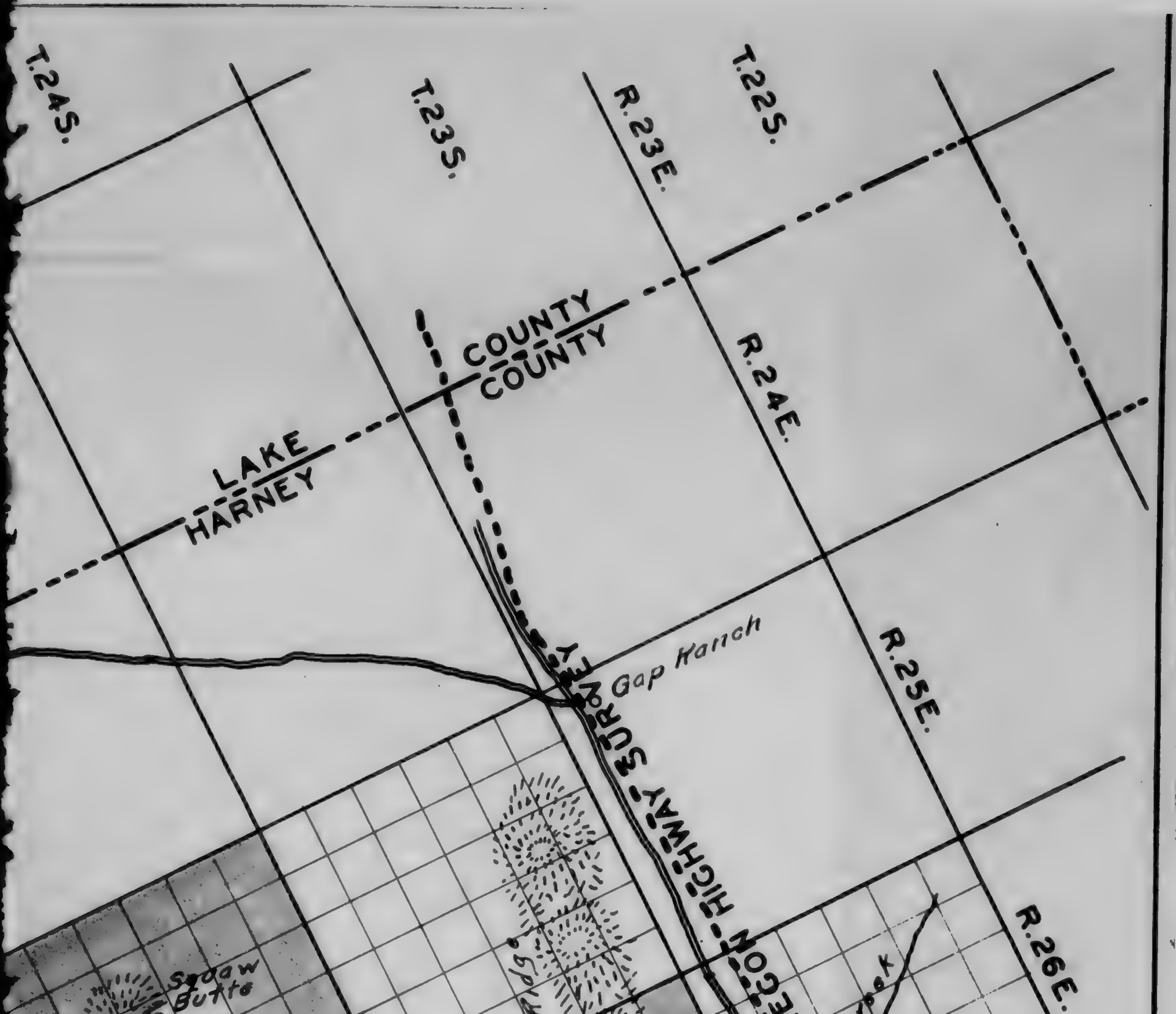
Wagontire
Little Juniper Mtn.
Squaw Butte
Peterson Ranch
To OO Ranch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LAKE COUNTY
HARNEY COUNTY
CENTRAL OREGON HIGHWAY SURVEY
Gap Ranch
Squaw Butte
North Juniper Ridge
Riley
Creek
Silver
Oketman Ranch
To Burns 26 Miles
To OO Ranch

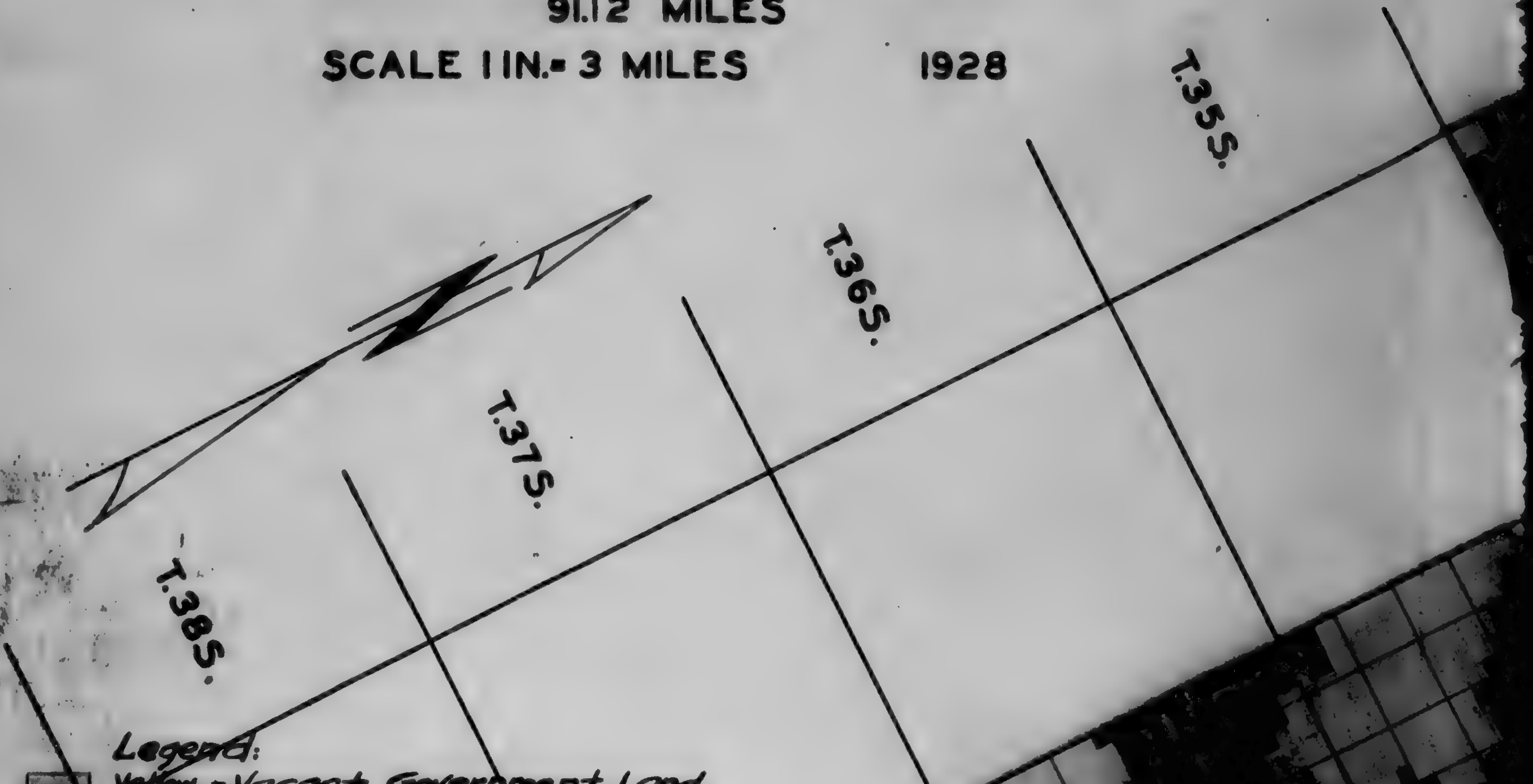
OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

YELLOWSTONE CUT-OFF SURVEY
LAKE AND HARNEY COUNTIES

91.12 MILES

SCALE 1 IN.= 3 MILES 1928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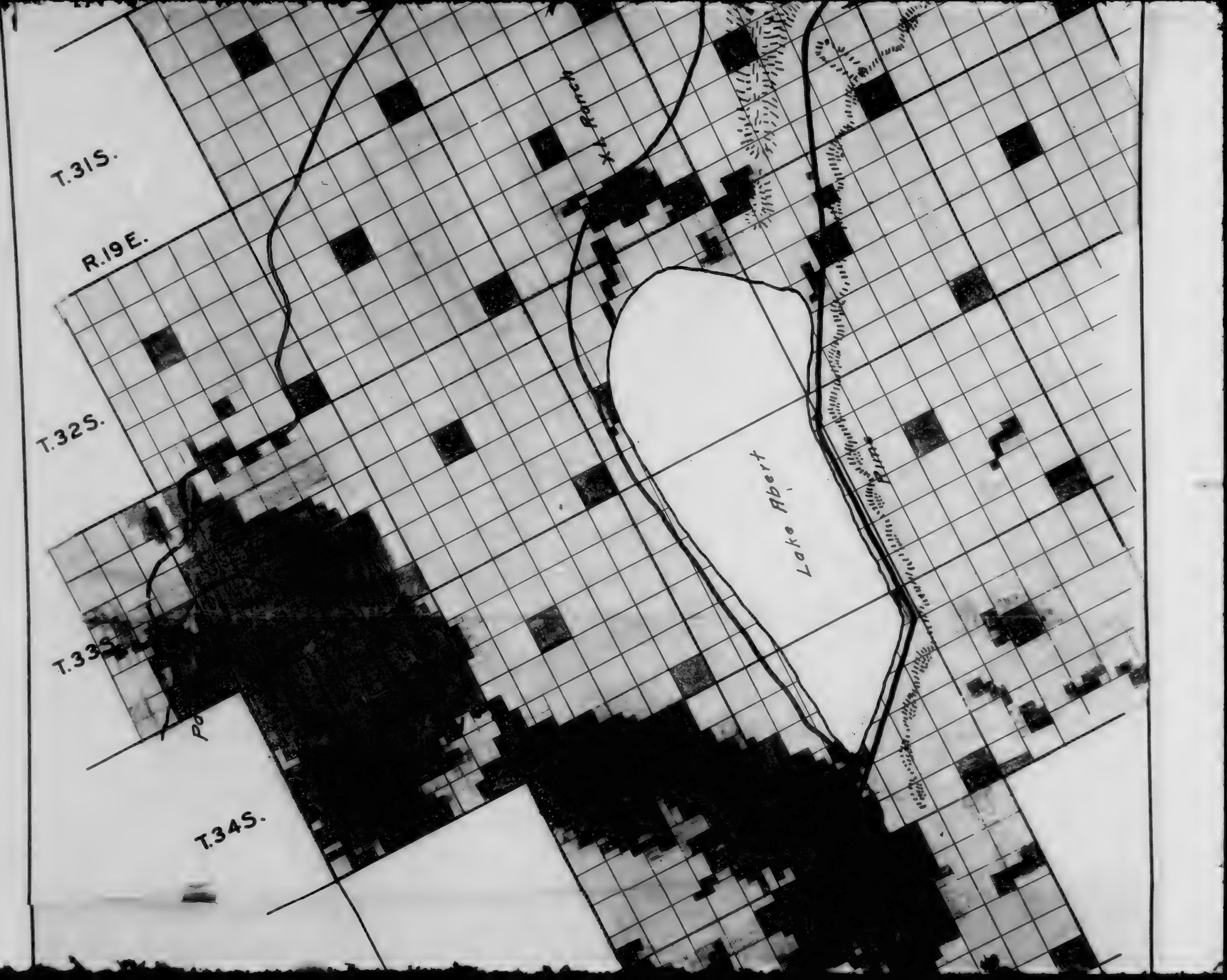
Legend:
Yellow = Vacant Government Land
Brown = Appropriated Land
Green = State School Land
Lakeview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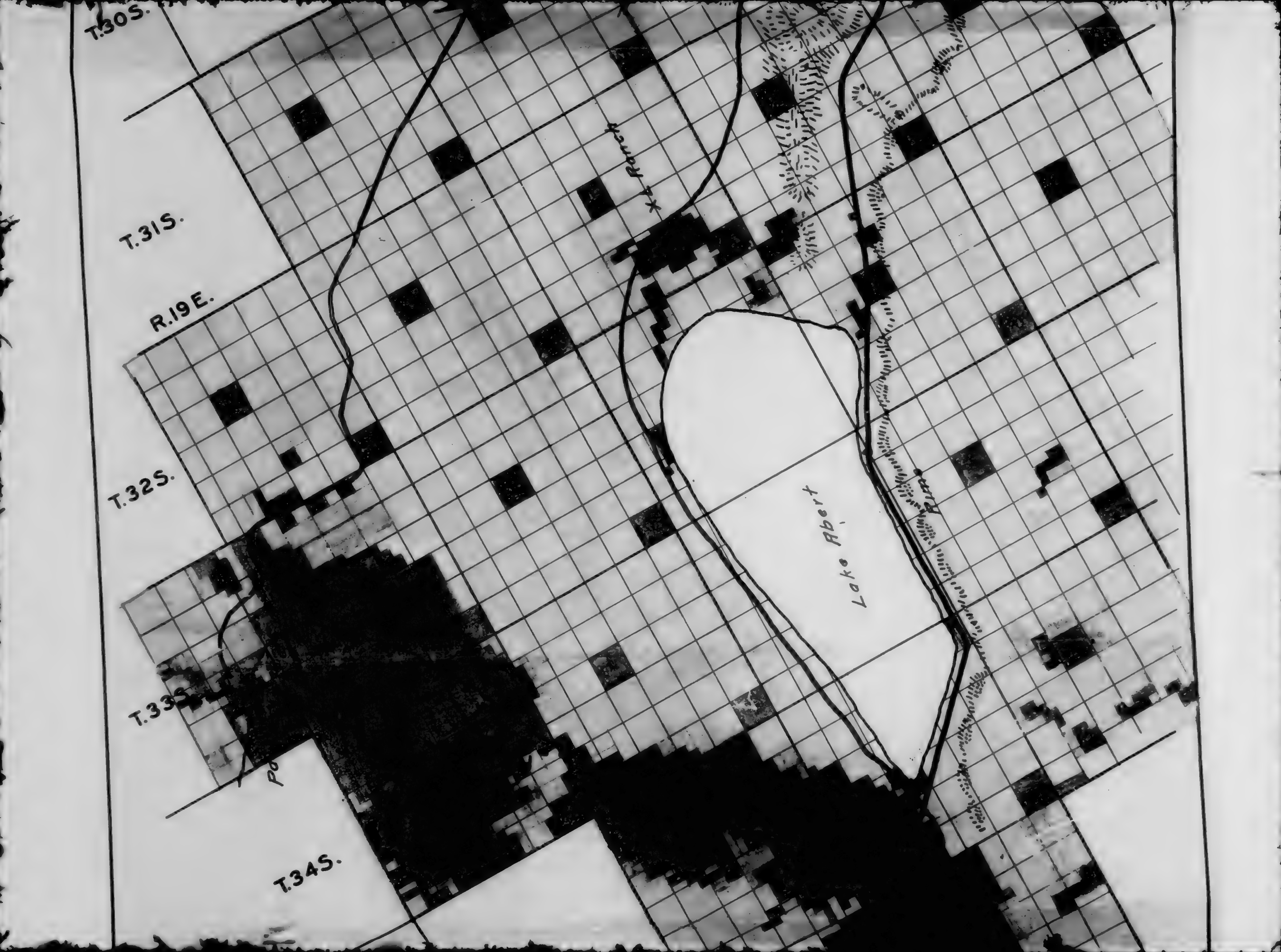
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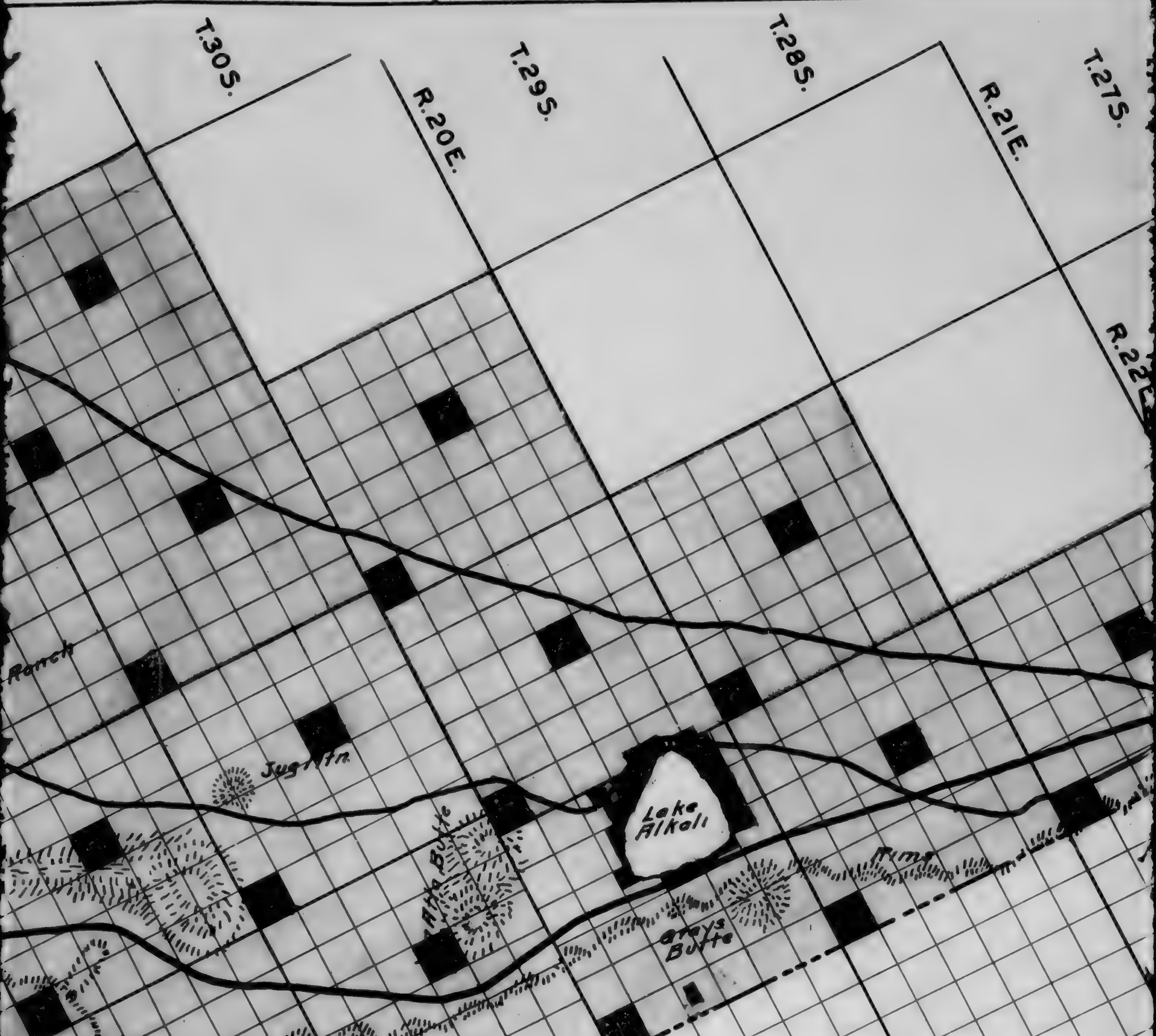
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R.22E.
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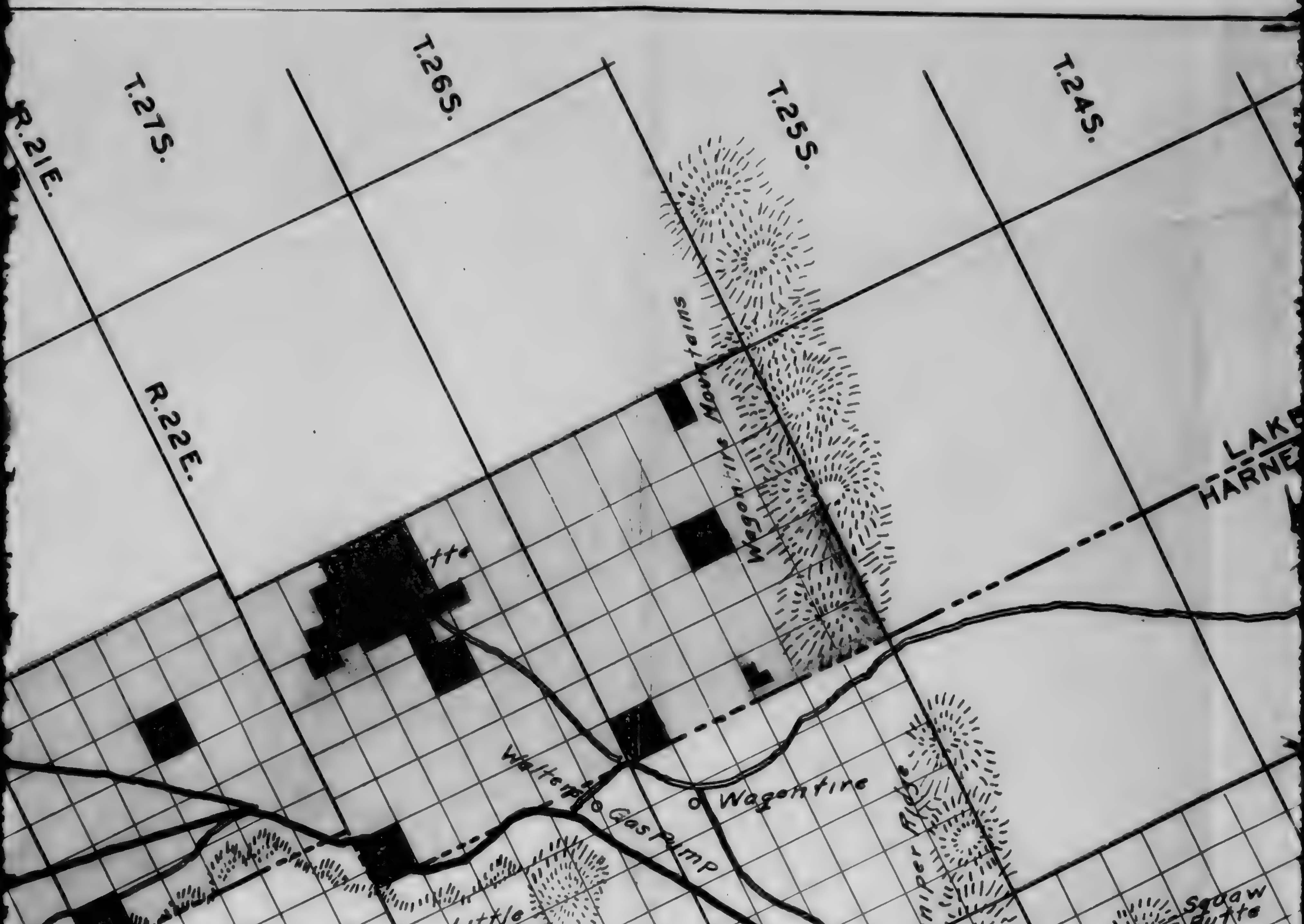
Jug Mtn
Alta Butte
Lake Alkali
Rim
Greys Butte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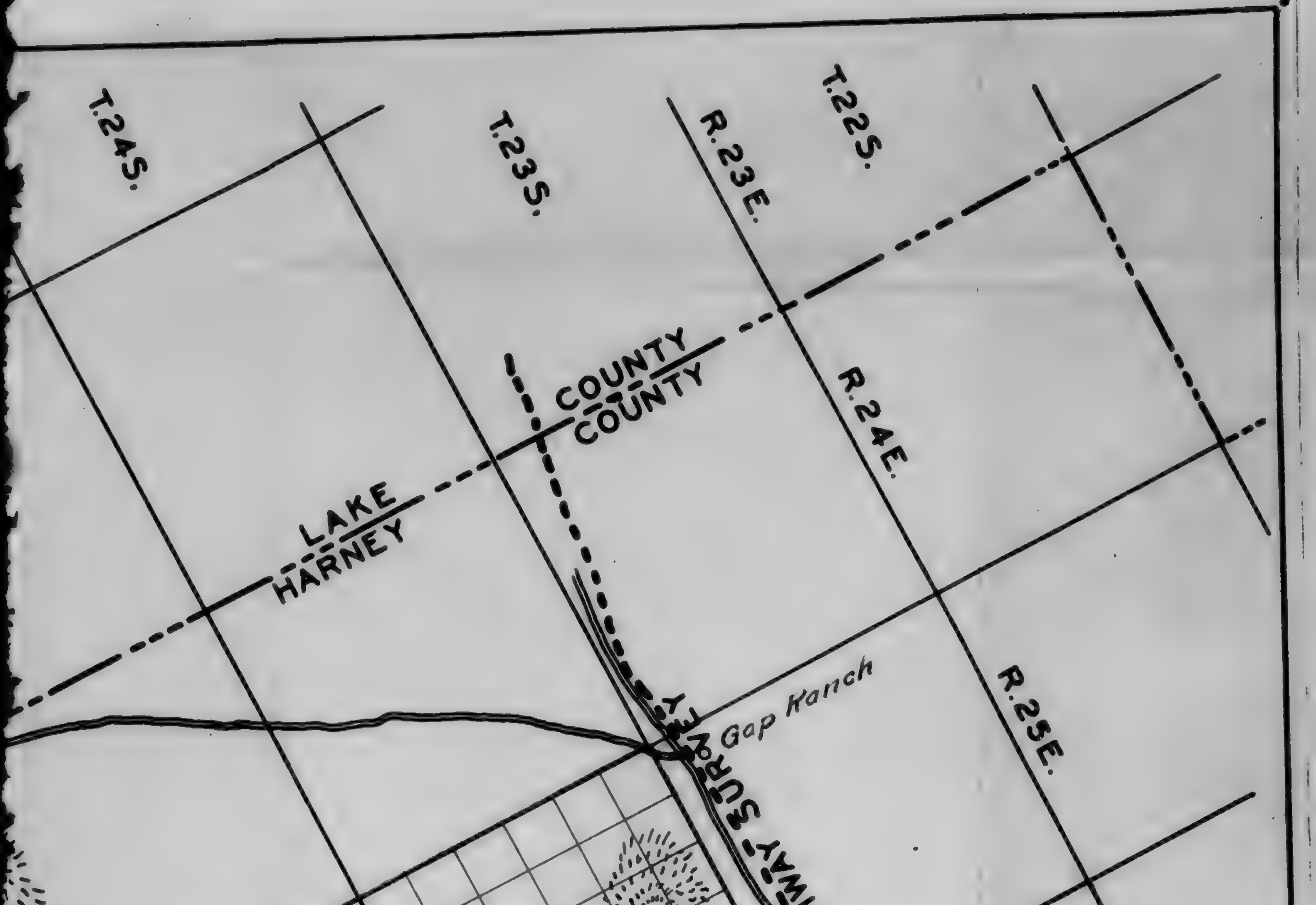
Little Juniper Mtn.
Juniper Ridge
Squaw Butte
Peterson Ranch
To OO Ranch


T.24S.
T.23S.
R.23E.
T.22S.
COUNTY
COUNTY
LAKE
HARNEY
R.24E.
Gap Ranch
R.25E.
CENTRAL OREGON HIGHWAY SURVEY
R.26E.
Squaw Butte
North Juniper Ridge
Creek
Riley
rson Ranch
Okerman Ranch
OO Ranch
To
Silver
To Burns
26 Miles

CONTRACT # 1306

FLP 1-B Pike Ranch-Harney Co. Line Sec., 1931
Lakeview-Burns Hwy.
1306

M A Y
Nineteenth
1 9 3 3

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

We are enclosing herewith four copies of final voucher, in amount of $13,651.14, for Unit No. 1, Pike Ranch-Harney County Line Section, Federal Lands Highway Project No. 1-B.

In connection with the change in width of the surfacing between stations 2270 to 2320 and stations 2350 to 2605, of which inquiry was made in your recent letter, we have been advised by Mr. K. D. Lytle, Division Engineer, that the original roadbed on these sections was constructed of sandy materials which made it desirable to construct the surfacing full width. Prior to placing the surfacing, however, due to wind erosion, it was necessary to rebuild and reshape the roadbed, and as heavier and more stable materials were procurred for this work, the contemplated full width surfacing of the sections was not required. This change has resulted in a reduction in the quantity of surfacing materials required on the project.

The date of completion for contract 1331, under which the surfacing work was performed on this project as well as projects No. 1-A and 1-C, was July 31, 1932, and the date of completion is September 24, 1932, which apparently indicates an overrun in time. However, the special provisions for this contract permitted the work to be increased with a corresponding extension of time, and as additional work was performed under supplemental agreement of June 7, 1932, no actual overrun in time has occurred.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

J 8

Dict. by J. W. Nash/ME
Encl.

Agriculture that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be further amended as follows:

The third "Whereas" paragraph shall read;

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of ninety thousand, five hundred seventy-eight and 17/100 dollars ($90,578.17) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:"

Clause (c) of Article I shall read:

> "(c) Funds to the extent of $90,578.17 will be made available from appropriations made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.), and Act of July 21, 1932 (Public No. 302, 72nd Congress), for carrying out provisions of act approved June 24, 1930 (46 Stat. 805)."

To Article III shall be added paragraph (c) to read:

> "(c) It is hereby mutually agreed that in the event it is more convenient for the proper progress or facilitation of the work to final each unit of this project separately, each unit may proceed to final completion, inspection, and acceptance independently of the other unit, and final payment of Federal funds may be made on each unit after such final completion, inspection and acceptance."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction

> of Section B of said project shall not in any event exceed the sum of ninety thousand, five hundred seventy-eight and 17/100 dollars ($90,578.17), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of ninety-one thousand, one hundred thirty and 05/100 dollars ($91,130.05), the approved total estimated cost of Section B of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 19th day of April, 1933, and the Secretary of Agriculture on the 11th day of May, 1933.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission.

R G Tugwell
Acting Secretary of Agriculture.

Oregon Federal Lands Highway Project
No. E-1, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Lands Highway ~~P~~roject No. E-1-B, State of Oregon.

Second. That in accordance with said provisions I have approved the sum of $ 91,130.05 in lieu of the $89,000.00 approved by Certificate of June 21, 1932, as the total estimated cost of said project, and the sum of $ 90,578.17 / as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of May, one thousand nine hundred and thirty-three

R G Tugwell
Actg. Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

FORM 2-C-1 6306 5M 10-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 11, 1933

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. S. H. Probert

Dear Sir:

Reference is made to your recent letter regarding the change in width of the surfacing on the Pike's Ranch-Harney County Line Section, Federal Lands Highway No. 1-B.

Our original plan was to surface the grade between stations 2270 and 2320 and between stations 2350 and 2605 full width. Due to the sandy condition of the grade, however, when we came to the places above mentioned the wind had blown away part of the grade and in rebuilding it we found some heavier materials which made it unnecessary to construct the surfacing full width.

Yours very truly

K D Lytle

K. D. Lytle
Division Engineer

kdl/c

CC Mr. H. G. Smith

Slp-1B

mck

May 29, 1933

Mr. K. D. Lytle
Highway Division Engineer
Bend, Oregon

Dear Sir:

An inquiry has been received from the Bureau of Public Roads concerning a change made in the widths of surfacing from Station 2270 to Station 2320 and Station 2350 to Station 2605, on the Pike Ranch-Harney County Line Section, Federal Lands Highway Project No. 1-B. A tabulation was submitted with your letter of May 13, 1932, showing that the surfacing on these sections was to be constructed full width and this information was forwarded by this office to the Bureau. However, a tabulation submitted from your office subsequent to the completion of the work gives the actual width of the surfacing on the sections to be 12 feet, and it is regarding this change in plans that the Bureau is asking for an explanation. As we have been unable to ascertain from our records the reason for the change, we will appreciate a statement from you regarding it.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

March 8, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In reply to the inquiry of Mr. Canfield, made today by telephone, concerning the station limits for the surfacing work being done on unappropriated and unreserved public lands under Project E-1-B, please be advised that the correct station limits ~~are~~ Station 1559+00 and Station 1700+00.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

C. E. Probert
Office Engineer.

Dist. by J. W. Nash/ER

March 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 23rd, we are enclosing herewith six copies of estimate as basis for modified agreement for the Pike Ranch-Harney County Line Section, F. L. H. Project No. E-1-B.

With reference to the inquiry made in your letter concerning the discrepancy in the station to station description given on the typical section sheet and the description given in the estimate of May 24, 1932, we find that in changing the description on the typical section sheet to include the work placed under contract last fall, that under "Section 'B'" the section from Station 1163 to Station 1205 was inadvertently excluded. The station to station description given under "Section 'A'," however, is as actually constructed and we have written to K. D. Lytle, Division Engineer for an explanation for the changes made in the station limits for that type of surfacing. Accordingly, the reason for the changes will be submitted to you as soon as advice has been received from Mr. Lytle.

We are sending four blueprint copies of the typical section sheet which has been revised to show the correct station to station description under "Section 'B'."

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. E-1-8

PIKE RANCH-HARNEY COUNTY LINE SECTION
OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, March 28, 1933

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED PUBLIC LANDS

Unit No. 1:

State Contract No. 1306,
Grading: (Sta. 1163+00 to 1998+43.7; 2022+65 to 2052+28.5; 2109+42 to 2863+70; 2895+13.3 to 2940+71)(Extension, - 3006+05 to 3225+95)

All Required		Clearing and Grubbing		$ 2,271.80
"	"	Additional Clear. & Grubb.(Sta. 3006+05 to 3225+95)		300.00
176,000	cu. yds.	Common Excavation	$0.21	36,960.00
23,400	cu. yds.	Solid Rock Excavation	0.70	16,380.00
48,500	yd. sta.	Overhaul	0.02	970.00
1,950	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,950.00
1,750	lin. ft.	18" " " " "	1.50	2,625.00
				$61,456.80

State Contract No. 1331, - Subgrade Stabilizer, (Sta. 1163 to 1205; 1216 to 1232; 1245 to 1280; 1330 to 1559; 1700 to 1787; 1807 to 1998+43.7; 2022+65 to 2052+28.5; 2109+42 to 2863+70; 2895+13.3 to 2940+71; 3006+05 to 3225+95)

38,000	cu. yds.	Gravel Sub-grade Stabilizer	$0.32	$12,160.00
3,800	" "	Truck-hauled Filler	0.15	570.00
84,000	yd. mi.	Hauling Gravel	0.08	6,720.00
6,300	yd. mi.	Hauling Filler	0.08	504.00
				$19,954.00
			Sub-total	$81,410.80
			10% Engr. & Cont.	8,141.08
			Total	$89,551.88

Unit No. 2:

State Contract No. 1437, - Subgrade Stabalizer, - (Sta. 1559 to Sta. 1700)

2,300	cu. yds.	Gravel Sub-grade Stabalizer	$0.329	$ 756.70
230	" "	Truck-hauled Filler	0.20	46.00
7,500	yd. mi.	Hauling Gravel	0.08	600.00
400	" "	" Filler	0.08	32.00
		Sub-total		$ 1,434.70
		10% Engr. & Cont.		143.47
		Total		$ 1,578.17

SUMMARY

Item	Total Estimated Cost	Federal Lands Highway Funds	State Funds Funds
Unit No. 1	$ 89,551.88	$ 89,000.00	$ 551.88
Unit No. 2	1,578.17	1,578.17	- -
	$ 91,130.05	$ 90,578.17	$ 551.88

Length of roadway 35.694 miles
Cost per mile $ 2,553.09

ROADWAY THRU OTHER LANDS (NON-PARTICIPATING)

State Contract No. 1306, - Grading: (Sta. 1998+43.7 to 2022+65; 2052+285 to 2109+42; 2863+70 to 2895+13.3; 2940+71 to 3006+05)

All Required		Clearing and Grubbing		$ 228.20
12,000	cu. yds.	Common Excavation	$0.21	2,520.00
600	" "	Solid Rock Excavation	0.70	420.00
7,000	yd. sta.	Overhaul	0.02	140.00
50	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	50.00

150	lin. ft.	18" Corr. Galv. Iron Pipe	$1.50	$ 225.00
100	" "	24" " " " "	2.00	200.00
70	" "	36" " " " "	4.50	315.00
				$ 4,098.20

State Contract No. 1331. - Gravel Stabilizer. - (Sta. 1998+43.7 to 2022+65; 2058+28.5 to 2109+42; 2863+70 to 2895+13.3; 2940+71 to 3005+05)

2,000	cu. yds.	Gravel Sub-grade Stabilizer	$0.32	$ 640.00
200	" "	Truck-hauled Filler	0.15	30.00
7,000	yd. mi.	Hauling Gravel	0.08	560.00
300	" "	Hauling Filler	0.08	24.00
				$ 1,254.00
				$ 5,352.20
				535.22
				$ 5,887.42

Length of Non-participating Portions 3.167 Mi.

State funds for Construction: Chap. 175, laws 1917: Chap. 31, laws 1920
" " " Maintenance: Chap. 41, laws 1920.

February 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering covering the Pike Ranch-Harney County Line Section, Federal Lands Highway Project No. 1-B.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/ER

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 1-B

PIKE RANCH-HARNEY COUNTY LINE SECTION OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Substitute Estimate for vouchering. Based on low bid prices).

Salem, Oregon, February 18, 1935.

Roadway through Unappropriated and Unreserved Public Lands:
(Sta. 1163/00 to 1998/43.7; 2022/65 to 2052/28.5;
2109/42 to 2863/70; 2895/13.3 to 2940/71) (Extension.-
Sta. 3006/05 to 3883/95)

State Contract No. 1306

All Required		Clearing and Grubbing		$ 2,071.80
" "		Additional Clear. & Grubb. (Sta. 3006/05 to 3883/95)		500.00
176,000	cu. yds.	Common Excavation	$0.21	36,960.00
23,400	cu. yds.	Solid Rock Excavation	0.70	16,380.00
48,500	yd. sta.	Overhaul	0.02	970.00
1,950	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,950.00
1,750	lin. ft.	18" " " " "	1.50	2,625.00
				$ 61,456.80

State Contract No. 1331

38,000	cu. yds.	Gravel Sub-grade Stabilizer	$0.32	$ 12,160.00
3,800	cu. yds.	Truck-hauled Filler	0.15	570.00
84,000	yd. mi.	Hauling Gravel	0.08	6,720.00
6,300	yd. mi.	Hauling Filler	0.08	504.00
				$ 19,954.00

Sub-total	$81,410.80
10% Engr. & Cont.	8,141.08
Total....................	[illegible]51.88

Length	35.694 miles
Cost per mile	$ 2,508.87

Roadway Thru Other Lands
(Stas. 1958/45.7 to 2029/88; 2052/28.5 to 2109/48;
2845/70 to 2868/13.5; 2940/71 to 3008/05)

State Contract No. 1304

All Required		Clearing and Grubbing		$ 228.20
12,000	cu. yds.	Common Excavation	$ 0.21	2,520.00
600	cu. yds.	Solid Rock Excavation	0.70	420.00
7,000	yd. sta.	Overhaul	0.02	140.00
50	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	50.00
150	lin. ft.	18" " " " "	1.50	225.00
100	lin. ft.	24" " " " "	2.00	200.00
70	lin. ft.	36" " " " "	4.50	315.00
				$ 4,098.20

State Contract No. 1331

2,000	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 640.00
200	cu. yds.	Truck-hauled Filler	0.15	30.00
7,000	yd. mi.	Hauling Gravel	0.08	560.00
800	yd. mi.	Hauling Filler	0.03	24.00
				$ 1,254.00

Sub-total	$ 5,352.20
10% Engr. & Cont.	535.22
Total..................	$ 5,887.42

Length	3.147 miles
Cost per mile	$ 1,868.98

State funds for Construction: Chap. 175, laws 1917: Chap. 31, laws 1920
State funds for Maintenance: Chap. 41, laws 1927

December 22, 1932

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering ~~the [illegible] Line Section, Federal~~ Lands Highway Project No. 1-B.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Bash/GS
Encl

Oregon State Highway Department

Federal Lands Highway
Project No. 1-B

PIKE RANCH-HARNEY COUNTY LINE SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for modified agreement. Based on low bid prices).

March 1932

Salem, Oregon, ~~December 16, 1932~~

Roadway through Unappropriated and Unreserved Public Lands:
(Sta. 1163+00 to 1998+43.7; 2022+65 to 2052+28.5;
2109+42 to 2863+70; 2895+13.3 to 2940+71) (Extension,-
Sta. 3006+05 to 3225+95)

State Contract No. 1306

All Required		Clearing and Grubbing		$ 2,271.80	
"	"	Additional Clear. & Grubb. (Sta. 3006 +05 to 3225+95)		300.00	A
176,000	cu. yds.	Common Excavation	0.21	36,960.00	
23,400	cu. yds.	Solid Rock Excavation	0.70	16,380.00	
48,500	yd. sta.	Overhaul	0.02	970.00	
1,950	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,950.00	
1,750	lin. ft.	18" " " " "	1.50	2,625.00	
				$61,456.80	

State Contract No. 1331

38,000	cu. yds.	Gravel Sub-grade Stabilizer	0.32	12,160.00	
3,800	" "	Truck-hauled Filler	0.15	570.00	
84,000	yd. mi.	Hauling Gravel	0.08	6,720.00	B
6,300	yd. mi.	Hauling Filler	0.08	504.00	
				$19,954.00	

State Contract No. 1437

2,300	cu. yds.	Gravel Sub-grade Stabilizer	0.329	756.70	
230	" "	Truck-hauled Filler	0.20	46.00	C
7,500	yd. mi.	Hauling Gravel	0.08	600.00	
400	" "	" Filler	0.08	32.00	
			Subtotal	1,434.70	

Sub-total	82,845.50
10% Engr. & Cont.	8,284.55
Total	91,130.05

Length	35.694
Cost per mile	$ 2,553.09

Roadway Thru Other Lands
(Stas. 1998+43.7 to 2022+65, 2052+28.5 to 2109+42, 2863+70 to 2895+13.3, 2940+71 to 3006+05.)

State Contract No. 1306

All Required		Clearing and Grubbing		$ 226.20
12,000	cu. yds.	Common Excavation	$ 0.21	2,520.00
600	" "	Solid Rock Excavation	0.70	420.00
7,000	yd. sta.	Overhaul	0.02	140.00
50	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	50.00
150	" "	18" " " " "	1.50	225.00
100	" "	24" " " " "	2.00	200.00
70	" "	36" " " " "	4.50	315.00
				$ 4,096.20

D

State Contract No. 1331

2,000	cu. yds.	Gravel Subgrade Stabilizer	0.32	640.00
200	" "	Truck-hauled Filler	0.15	30.00
7,000	yd. miles	Hauling Gravel	0.08	560.00
300	" "	Hauling Filler	0.08	24.00
				$ 1,254.00
				$ 5,350.20
				537.22
				$ 5,887.42

E

Length	3.167 miles
Cost per mile	$ 1,858.98

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Fed. [illegible]ds Hwy. Funds (1932 F[illegible]	(1933 Funds)	(Total)	State Funds
Rdy. thru Pub. Lands	$ 91,130.05	$ 89,00[illegible]	$ 1,578.17	$ 90,578.17	$ 551.88
" " Private "	5,887.42	- -	- -	- -	5,887.42
	$ 97,017.47	$ 89,000.00	$ 1,578.17	$ 90,578.17	$6,439.30

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1930
" " " Maintenance: Chap. 41, laws 1927.

October 26, 1932.

Mr. E. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate covering the Pike Ranch-Harney County Line Section, F. L. H. Project No. 1-B. Five blueprint copies of Sheet 2 of the plans are being sent under separate cover. The five bid proposals required will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 1-B

PIKE RANCH-HARNEY COUNTY LINE SECTION
OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, October 26, 1932.

Roadway thru Unappropriated and Unreserved Public Lands: (Sta. 1163+00 to 1998+43.71 2022+65 to 2052+28.5, 2109+42 to 2863+70, 2895+13.3 to 2940+71) (Extension.- Sta. 3006+05 to 3225+95)

State Contract No. 1306

All	Required	Clearing and Grubbing		$ 2,271.80
"	"	Additional Clear. & Grubb. (Sta. 3006+05 to 3225+95)		300.00
176,000	cu. yds.	Common Excavation	$0.21	36,960.00
23,400	" "	Solid Rock Excavation	0.70	16,380.00
48,500	yd. sta.	Overhaul	0.02	970.00
1,950	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,950.00
1,750	" "	18" " " " "	1.50	2,625.00
				$61,456.80

State Contract No. 1331

38,000	cu. yds.	Gravel Sub-grade Stabilizer	0.32	$12,160.00
3,800	" "	Truck-hauled Filler	0.15	570.00
84,000	yd. mi.	Hauling Gravel	0.08	6,720.00
6,300	yd. mi.	Hauling Filler	0.08	504.00
				$ 19,954.00

New Work (Estimated Prices)

2,300	cu. yds.	Gravel Sub-grade Stabilizer	0.40	$ 920.00
230	" "	Truck-hauled Filler	0.25	57.50
7,500	yd. mi.	Hauling Gravel	0.10	750.00
400	" "	Hauling Filler	0.10	40.00
				$ 1,767.50

Sub-total	$ 83,178.30
10% Engr. & Cont.	8,317.83
Total	$ 91,496.13

Length 33.694 miles

Cost per mile $ 2,563.34

Roadway Thru Other Lands

(Stas. 1998+43.7 to 2022+65, 2052+28.5 to 2109+42, 2863+70 to 2895+13.3, 2940+71 to 3006+05.)

Grading State Contract No 1306

All Required	Clearing and Grubbing		$ 228.20
12,000 cu. yds.	Common Excavation	$ 0.21	2,520.00
600 " "	Solid Rock Excavation	0.70	420.00
7,000 yd. sta.	Overhaul	0.02	140.00
50 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	50.00
150 " "	18" " " " "	1.50	225.00
100 " "	24" " " " "	2.00	200.00
70 " "	36" " " " "	4.50	315.00
			$ 4,098.20

State Contract No. 1331

Surfacing

2,000 cu. yds.	Gravel Sub-grade Stabilizer	$ 0.32	$ 640.00
200 " "	Truck-hauled Filler	0.15	30.00
7,000 yd. miles	Hauling Gravel	0.08	560.00
300 " "	Hauling Filler	0.08	24.00
			$ 1,254.00
			$ 5,352.20
			535.22
			$ 5,887.42

Length 3.167 miles

Cost per mile $ 1,858.98

Roadway Thru Unappropriated & Unreserved Public Lands

Federal Lands Hwy. Funds Requested	
1932 Allotment	$89,000.00
1933 "	1,944.25
State Funds	551.88
	$91,496.13

Roadway Thru Private Lands

State Funds 5,887.42

Total, All Work.......... $ 97,383.55

#1306
Lake Co

-1-b

August 22, 1932

Metropolitan Casualty Insurance Company,
C. A. Mansfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1306 for the construction of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County, consisting of 54.62 miles of grading, has been completed by the contractors, Earl L. McNutt and Guy F. Pyle, and that final settlement will be made by the State with said contractors for work done under said contract on or after August 31st, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractors. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractors in connection with this contract will be $70,195.01 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

August 18, 1932.

RECEIVED
AUG 19 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:- Re: Oregon F.L.H.P. No. 1-B

Original copy of intermediate voucher for the above project, received here yesterday, is being returned on account of missing signature. Will you kindly have it signed and returned to this office for forwarding for payment.

Quite a number of times recently these vouchers have been submitted without being signed, necessitating their return to you for proper certification. All such omissions result in delays in the handling of these documents and in the payment of vouchers, and it would be appreciated if a little extra care could be exercised in order that these papers may be presented in proper form.

Very truly yours,

W. H. LYNCH
District Engineer.

Encls.

A 4 for 11466

Oregon Federal Lands Highway Project
No. 1, Section B.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on November 24, 1931, by the State Highway Commission of Oregon, and on December 12, 1931, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Lands Highway Project No. 1, Section B; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section B to provide for placing subgrade reinforcement on those portions thereof between survey stations 1163+00 and 1205+00, stations 1216+00 and 1232+00, stations 1245+00 and 1350+00, stations 1380+00 and 1499+40, stations 1700+00 and 1787+00, stations 1807+00 and 1998+43.7, stations 2022+65 and 2052+28.5, stations 2109+42 and 2863+70, and stations 3020+00 and 3225+95, an aggregate distance of 29.369 miles; and by reason therefore has requested that the estimate of cost approved for said Section B be increased from $67,602.48 to $89,551.87, and that the Federal Lands Highway Funds approved for said Section B be increased from $67,602.48 to $89,000.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of

Agriculture that the plans, specifications and estimate approved for said Section B be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of eighty-nine thousand and 00/100 dollars ($89,000.00) as the share of the United States payable under said act on account of Section B of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (c) of Article I shall read:

> "(c) Funds to the extent of $89,000.00 will be made available from the appropriation made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.), for carrying out provisions of act approved June 24, 1930 (46 Stat. 805)."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section B of said project shall not in any event exceed the sum of eighty-nine thousand and 00/100 dollars ($89,000.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of eighty-nine thousand, five hundred fifty-one and 87/100 dollars ($89,551.87), the approved total estimated cost of Section B of said project."

Except as herein specifically modified the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Federal Aid Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 9th day of June, 1932, and the Secretary of Agriculture on the 21st day of June, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By Leslie Scott
Chairman, State Highway Commission

By E B Aldrich
Member, State Highway Commission

By C Washburn
Member, State Highway Commission

CMS R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Lands Highway Project
No. 1, Section B.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Lands Highway Project No. 1, Section B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 89,551.87 in lieu of the $67,602.48 approved by Certificate of Dec. 12, 1931, as the total estimated cost of said project, and the sum of $ 89,000.00 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 21st day of June one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: [illegible] 8—4829

FORM 3-A-4 4131 7M 2-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

#1306

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

[illegible]-1 b

OREGON STATE HIGHWAY COMMISSION
SALEM

June 22, 1932.

IN REPLY PLEASE
REFER TO FILE NO.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Office.

Dear Sir:

The work to be done under Earl L. McNutt and Guy F. Pyle's contract No. 1306 for grading the Pike Ranch-Harney County Line Section of the Lakeview-Burns highway was completed May 17, 1932.

Acceptance of this project by the State Highway Commission as of its date of completion is hereby recommended.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By S. H. Probert

S. H. Probert,
Office Engineer.

Dict. by D. G. Desart/EK

OK by commission
7/1/32
#88

#1306
Lake Co

June 14, 1932

FLP-1b

McNutt & Pyle, Contractors,
541½ East Broadway,
Eugene, Oregon

Gentlemen:

Attached hereto is a copy of a letter that we have just received from Mr. W. S. Pechals of Paisley, Oregon, informing that his claim against you for services rendered has been satisfied.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

[illegible]

cc Metropolitan Casualty Co.,
Wilcox Building,
Portland, Oregon

June 14, 1932

J.L.P-14

Mr. W. S. Pochelu,
Paisley,
Oregon

Dear Sir:

We very much appreciate the information contained in your letter of June 8, regarding your claim against McNutt & Pyle and are pleased to note that it has been satisfied.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

NBG:AJ

William S. Pochelu
Paisley Oregon
June 8, 1932

State Highway Commission
Salem, Oregon

RECEIVED
JUN 11 1932
OREGON
STATE HIGHWAY COMMISSION

Dear Sir:-

On the latter part of March I received payment of \$300 from McNutt. and Pyle the stated amount for horse hire was \$308.00. And \$18 for repairs on a fresno. The fresno was one I loaned to them that I had to buy myself for that purpose and it was brought home worn out. All other tools and machinery was donated free of Charge. they sent me the \$300, [illegible] I signed it and sent it in as they said I was lucky to get that much. I was afraid I may loose it all. I want to thank you for assisting in collecting it for me. Very Truly

W. S. Pochelu

RTMENT

Y REPORT

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

June 11, 1932

June 4 to June 11

Valley Falls, Oreg.

telephone address "

freight address

important developments, instructions to contractor,

s section May 17.

d on this date, with

nd mailed to

RECEIVED
JUN 15 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed John T. Burch

Title [illegible]

Form 30—F-20128—5M—1-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
JUN 15 1932
OREGON
STATE HIGHWAY COMMISSION

Date June 11 1932

Job name Pike Ranch - Harney Co. Line

Week from June 4 to June 11

Mail address Valley Falls, Oreg.

Highway Lakeview - Burns

Telegraph or telephone address "

County Lake Job prefix 19-C

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading completed on this section May 17.

Final estimate completed on this date, with [illegible] and mailed to Division Engineer.

RECEIVED
JUN 15 1932
OFFICE OF
CONSTRUCTION ENGINEER

(See back of this sheet for instructions and detailed information)

Signed John T. [illegible]

Title [illegible]

D 1

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed All

Miles completed except finishing All

Total cubic yards in project 21960

Cubic yards moved to date 21960

Miles covered by contractor's forces All

Miles cross-sectioned All

Miles cross-sections completed and checked All

Miles to be remeasured —

Number men in Engineering Party 2

Contractor's average force for week — men,

teams, steam shovels

Grading work ~~will be~~ completed ~~about~~ Nov 17, 19—

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week men,

teams, trucks

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week men,

teams, trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job 7C Percentage 25
2. Percentage
3. Percentage
4. Percentage

321-1d

June 10, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are returning herewith three signed copies of modified agreement for each of the following projects:

Project No. 1-A - Valley Falls-Pike Ranch
" " 1-B - Pike Ranch-Harney County Line
" " 1-D - Lake County Line-Okerman Ranch

With reference to the statement contained in your letter, transmitting the papers for Project No. 1-A, that it would be necessary to provide copies of a supplemental agreement covering the proposed additional work on the above project for the reason that the cost of the proposed work is greater than fifty per centof the original contract, please be advised that the supplemental agreement has been sent to the contractor for signature and copies of it will be forwarded to you as soon as it has been received by this office.

For the reason that the contractor has signified his willingness to sign the agreement, and we do not anticipate any trouble in that respect, we are forwarding the modification papers to you at this time, thinking that by so doing, the execution of them may be expedited.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT NO. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1932

RECEIVED
JUN 7 - 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith for signature and return to this office are three copies of modification of agreement for Oregon Federal Lands Highway Project No. 1-B. These documents should be signed and returned as soon as possible in order that they may be executed by the Secretary of Agriculture prior to July 1, to prevent any of the funds involved from lapsing.

Approval for this project has been made subject to the comments in our letter of this date for Oregon Federal Lands Highway Project No. 1-A, regarding increased quantities.

We are also enclosing one copy of the agreement estimate which was used as the basis of the modification, and one copy of specifications.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer

Encls.

42,300 cu. yds. Common Excavation 0.21 [illegible]

FLHP 1-B

Oregon State Highway Department   Federal Lands Highway Project No. 1-B

FIVE RANCH-HARNEY COUNTY LINE SECTION
OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE
AND HARNEY COUNTIES

(Estimate as basis for modified agreement. Based on low bid prices.)

Salem, Oregon, May 24, 1932.

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and 12' Surfacing:

Original Contract

(Stas. 1163+00 to 1205+00, 1216+00 to 1232+00, 1245+00 to 1350+00, 1380+00 to 1499+40, 1700+00 to 1787+00, 1807+00 to 1998+43.7, 2022+65 to 2052+28.5, 2109+42 to 2192+00, 2645+00 to 2863+70).

Extension of Contract

(Sta. 3020+00 to 3225+95).

All Required		Clearing and Grubbing (Original Contract)		$ 1,323.10
All Required		Clearing and Grubbing (Extension of Contract)		280.98
102,500	cu. yds.	Common Excavation	$0.21	21,525.00
17,900	" "	Solid Rock Excavation	0.70	12,530.00
28,200	yd. sta.	Overhaul	0.02	564.00
1,130	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,130.00
1,020	" "	18" " " " "	1.50	1,530.00
			Sub-total, Grading	$ 38,883.08
23,000	cu. yds.	Gravel Sub-grade Stabilizer	0.32	$ 7,360.00
2,300	" "	Truck-hauled Filler	0.15	345.00
51,000	yd. mi.	Hauling Gravel	0.08	4,080.00
3,800	yd. mi.	Hauling Filler	0.08	304.00
			Sub-total, Surfacing	$ 12,089.00
				$ 50,972.08
			10% Engr. & Cont.	5,097.20
			Total, Type I Roadway	$ 56,069.28

Length of Type I Roadway 20.790 Miles
Cost per mile $2,696.93

Type II Roadway, Grading and Full Width Surfacing:

(Sta. 2192+00 to 2645+00).

All Required		Clearing and Grubbing		$ 545.91
42,300	cu. yds.	Common Excavation	0.21	8,883.00

11,700	yd. sta.	Overhaul	0.02	$ 234.00
470	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	470.00
420	" "	18" " " " "	1.50	630.00
		Sub-total, Grading		$ 10,762.91
15,000	cu. yds.	Gravel Sub-grade Stabilizer	0.32	4,800.00
1,500	" "	Truck-hauled Filler	0.15	225.00
33,000	yd. mi.	Hauling Gravel	0.08	2,640.00
2,500	" "	Hauling Filler	0.08	200.00
		Sub-total, Surfacing		$ 7,865.00
				$ 18,627.91
		10% Engr. & Cont.		1,862.79
		Total, Type II Roadway		$ 20,490.70

Length of Type II Roadway 8.579 miles.
Cost per mile $2,388.47

Type III Roadway, Grading Only:

Original Contract
(Stas. 1205+00 to 1216+00, 1232+00 to 1245+00, 1350+00 to 1380+00, 1489+40 to 1700+00, 1787+00 to 1807+00, 2895+13.3 to 2940+71).

Extension of Contract
(Sta. 3006+05 to 3020+00)

All Required		Clearing and Grubbing (Original Contract)		$ 402.79
All Required		Clearing and Grubbing (Extension of Contract)		19.02
31,200	cu. yds.	Common Excavation	0.21	6,552.00
5,500	" "	Solid Rock Excavation	0.70	3,850.00
8,600	yd. sta.	Overhaul	0.02	172.00
350	lin. ft.	12" Corr. Galv. Iron Pipe	1.00	350.00
310	" "	18" " " " "	1.50	465.00
				$ 11,810.81
		10% Engr. & Cont.		1,181.08
		Total, Type III, Rdwy.		$ 12,991.89

Length of Type III Roadway 6.325 miles
Cost per mile $2,054.05

Roadway Thru Other Lands
(Stas. 1998+43.7 to 2022+65, 2052+28.5 to 2109+42, 2863+70 to 2895+13.3, 2940+71 to 3006+05).

Grading

All Required		Clearing and Grubbing		$ 228.20
12,000	cu. yds.	Common Excavation	0.21	2,520.00

600	cu. yds.	Solid Rock Excavation	$	0.70	$ 420.00
7,000	yd. sta.	Overhaul		0.02	140.00
50	lin. ft.	12" Corr. Galv. Iron Pipe		1.00	50.00
150	" "	18" " " " "		1.50	225.00
100	" "	24" " " " "		2.00	200.00
70	" "	36" " " " "		4.50	315.00
					$ 4,098.20

Surfacing

2,000	cu. yds.	Gravel Sub-grade Stabilizer	$	0.32	$ 640.00
200	" "	Truck-hauled Filler		0.15	30.00
7,000	yd. mi.	Hauling Gravel		0.08	560.00
300	" "	Hauling Filler		0.08	24.00
					$ 1,254.00
					$ 5,352.20
					535.22
					$ 5,887.42

Length 3.167 miles

SUMMARY

Item	Total Cost	Federal Funds	State Funds
Roadway Thru Unappropriated and Unreserved Federal Lands			
Type I	$ 56,069.28	$ 55,650	$ 419.28
Type II	20,490.70	20,400	90.70
Type III	12,991.89	12,950	41.89
Roadway thru Other Lands	5,887.42	--	5,887.42
	$ 95,439.29	$ 89,000	$ 6,439.29

Oregon State Highway Department Federal Lands Highway Project No. 1-B

PIKE RANCH–HARNEY COUNTY LINE SECTION
OF THE LAKEVIEW–BURNS HIGHWAY IN LAKE ~~AND~~
AND HARNEY COUNTIES

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, March 10, 193[illegible]

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and 12' Surfacing)
(Stas. 1163+00 to 1205+00, 1216+00 to 1232+00, 1245+00 to 1280+00, 1807+00 to 1998+43.7, 2022+65 to 2052+28.5, 2109+42 to 2169+00, 2192+00 to 2863+00)

All Required	Clearing and Grubbing		$ 1,425.60
96,800 cu. yds.	Common Excavation	$ 0.21	20,328.00
12,900 "	Solid Rock Excavation	0.70	9,030.00
26,700 yd. sta.	Overhaul	0.02	534.00
1,070 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,070.00
970 "	18" " " " "	1.50	1,455.00
	Total, Grading		$ 33,842.60
21,700 cu. yds.	Pit-run Gravel Surfacing	$ 0.45	$ 9,765.00
2,170 "	Truck-hauled Filler	0.25	542.50
53,000 yd. mi.	Hauling Gravel	0.13	6,890.00
3,700 "	Filler Haul	0.13	481.00
	Total, Surfacing		$ 17,678.50
			$ 50,521.10
	10% Engr. & Cont.		5,052.11
	Total, Type I Rdwy.		$ 55,573.21

Length of Type I Roadway 19.785 miles.
Cost per mile $ 2,808.85

Type II Roadway, Grading and Full Width Surfacing:
(Sta. 2169+00 to 2192+00)

All Required	Clearing and Grubbing		$ 31.34
3,500 cu. yds.	Common Excavation	$ 0.21	735.00
500 "	Solid Rock Excavation	0.70	350.00
1,000 yd. sta.	Overhaul	0.02	20.00
40 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	40.00
30 "	18" " " " "	1.50	45.00
	Sub-total, Grading		$ 1,221.34

900 cu. yds.	Pit-run gravel surfacing	$ 0.45	$ 405.00
90 "	Truck-hauled filler	0.25	22.50
2,200 yd. mi.	Hauling Gravel	0.13	286.00
150 "	Hauling Filler	0.13	19.50
	Sub-total, Surfacing		$ 733.00
			$ 1,954.34
	10% Engr. & Cont.		195.43
	Total, Type II Roadway		$ 2,149.77

Length of Type II Roadway .435 miles.
Cost per mile $ 4,942.00

Type III Roadway, Grading Only:

Original Contract
(Stas. 1205+00 to 1216+00, 1232+00 to 1245+00, 1280+00 to 1807+00, 2863+00 to 2863+70, 2895+13.3 to 2940+71)

Extension of Contract
(Sta. 3006+05 to 3225+95)

All Required	Clearing and Grubbing		$ 814.86
	Add. Clearing and Grubbing (Sta. 3006+05 to 3225+95)		300.00
75,700 cu. yds.	Common Excavation	0.21	15,897.00
10,000 "	Solid Rock Excavation	0.70	7,000.00
20,800 yd. sta.	Overhaul	0.02	416.00
840 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	840.00
750 "	18" " " " "	1.50	1,125.00
			$ 26,392.86
	10% Engr. & Cont.		2,639.28
	Total, Type III Rdwy.		$ 29,032.14

Length of Type III Roadway 15.474 miles.
Cost per mile $ 1,876.18

Roadway Thru Other Lands:

(Stas. 1998+43.7 to 2022+65, 2052+28.5 to 2109+42, 2863+70 to 2895+13.3, 2940+71 to 3006+05)

Grading

All Required	Clearing and Grubbing		$ 228.20
12,000 cu. yds.	Common Excavation	$ 0.21	2,520.00
600 "	Solid Rock Excavation	0.70	420.00
7,000 yd. sta.	Overhaul	0.02	140.00

50 lin. ft.	12" Corr. Galv. Iron Pipe	$ 1.00	$ 50.00
150 "	18" " " " "	1.50	225.00
100 "	24" " " " "	2.00	200.00
70 "	36" " " " "	4.50	315.00
			$ 4,098.20

Surfacing

1,300 cu. yds.	Pit-run Gravel	0.45	$ 585.00
130 "	Truck-hauled Filler	0.25	32.50
3,100 yd. mi.	Hauling Gravel	0.13	403.00
200 yd. mi.	Hauling Filler	0.13	26.00
			$ 1,046.50
			$ 5,144.70
			514.47
			$ 5,659.17

Length 5.167 miles.

Federal Funds Requested:

Type I Roadway,	$ 55,573.21
" II "	2,149.77
" III "	29,032.14
	$ 86,755.12
State Funds Available	5,659.17
	$ 92,414.29

#1306

Lake Co

#LP-1

May 31, 1932

McNutt & Pyle,
551½ E. Broadway,
Eugene, Oregon

Gentlemen:

Acknowledgment is made of the receipt of your letter of the 27th instant, enclosing a copy of your letter directed to Mr. Mansfield of the Metropolitan Casualty Insurance Company concerning the claim of William L. Pochelu against you for services rendered in connection with the contract awarded to you by the State Highway Commission for the construction of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County.

I am forwarding a copy of your letter, directed to Mr. Mansfield, to Mr. Pochelu for his information.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

HBG:AJ

cc Mr. Pochelu

June 1, 1932

Mr. William L. Pochelu,
Paisley,
Oregon.

Dear Sir:

For your information we are enclosing herein a copy of letter addressed to Charles Mansfield, agent for Metropolitan Casualty Insurance Company, by McNutt & Pyle; also, copy of our letter directed to McNutt & Pyle, which are self-explanatory.

Very truly yours,
STATE HIGHWAY COMMISSION

By Secretary

AJ

McNUTT
PHONE 313

JACK McNUTT
PHONE 2922-M

GUY F. PYLE
PHONE 1514

McNUTT & PYLE
GENERAL CONTRACTORS

OFFICE 381½ E. BROADWAY
PHONE 221

EUGENE, OREGON

May 27,1932

RECEIVED
MAY 28 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission
Salem,Oregon

Attention-Mr.Glaiyser

Dear Sir:

Am enclosing copy of my letter to Mr. Mansfield of the Metropolitan Casualty Insurance Co.,which is self explanatory.

Yours truly,

McNutt & Pyle

By-Earl L. McNutt

ELM:GC

ACKNOWLEDGED
H. B. GLAISYER

Copy

May 27,1932

Mr.Charles Mansfield
Wilcox Bldg.
Portland,Oregon

Dear Sir:

I beg to advise you that at the best of my knowledge Mr.William L.Pochelu has been paid in full. A check given him on March 28th bears the following paragraph on the back just above his signature:

> "The payee whose signature appears below,hereby admits payment in full for all claims against the firm of McNutt & Pyle on State Highway Job No.1306.
>
> Signed Wm S.Bochebu

Yours truly,

McNutt & Pyle

By- Earl L. McNutt

ELM:CC

#1306
Lake Co

7LP-113

February 24, 1932

Mr. William L. Pochelu,
Paisley,
Oregon.

Dear Sir:

Acknowledgment is made of the receipt of your letter of the 19th instant, in which you advise us of your claim against Wesley & Martin, who appear to be subcontractors under McNutt & Pyle, to whom the State Highway Commission awarded the contract for the grading of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County, Contract No. 1306.

In connection with all state highway contracts, the successful bidder is required to furnish the State with a surety bond for the protection of claims incurred against the project. This bond is liable for the satisfactory settlement of such claims, whether incurred by the original contractors, or their subcontractors. In the present instance, McNutt & Pyle furnished the State with a surety bond written by the Metropolitan Casualty Insurance Co., of New York, for which C. A. Mansfield is the local agent, with offices in the Wilcox Building, Portland, Oregon.

It is suggested that you take up the matter of your claim with the agent of the bonding company, as it may be possible for you to secure some satisfaction by so doing. We would also suggest that you file notice of your claim with the Secretary of State in accordance with the provisions of Chapter 280 of the Laws for 1931, a mimeographed copy of which is enclosed for your information.

According to our records, this contract was approximately 75% complete on February 10, 1932, and it is now estimated that the project will be completed by April 30, 1932. Due to the fact that our dealings are entirely with the original contractor, whom we hold responsible for the satisfactory completion of the project and payment of claims, we know nothing about the arrangements made with the subcontractors, or others furnishing materials or services on the work. Mr. McNutt has had a number of contracts with the State Highway Commission and has always been considered a responsible and reliable contractor. It may be that he can assist you in securing settlement with Wesley & Martin, if you will take the matter up with him. His address is 561½ Broadway, Eugene, Oregon.

In conformance with our usual practice in matters of this kind, we are today advising the contractor and surety on the bond that your claim has been filed.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

HBG:AJ

February 24, 1932

Metropolitan Casualty Insurance Co.,
C. A. Mansfield, Agent,
Wilcox Building,
Portland, Oregon.

Gentlemen:

We hand you herewith copy of letter received from Mr. William L. Pochelu of Paisley, Oregon, relative to his claim against Mr. Red Wesley, subcontractor under McNutt & Pyle, to whom the State Highway Commission awarded the contract for the grading of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County.

This information is transmitted to you as you appear as surety on the bond of the original contractors.

Very truly yours,

STATE HIGHWAY COMMISSION

By

Secretary

[illegible]

cc Earl L. McNutt,
851½ Broadway,
Eugene

ROY A. KLEIN
TATE HIGHWAY ENGINEER
SALEM

#LP-1

Earl L. McNutt & Guy P[illegible], Eugene.

Contract No. 1306 - Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County, 34.62 miles of grading.

The above contract was 73% complete on Feb, 10th. The estimated date of completion is April 30, 1932.

Total amount paid to date is $45,362.84 and the retained percentage is $4,534.88.

The name of Wesley & Martin, subs have appeared on the estimates since the job was started on Aug, 3rd.

Surety is: Metropolitan Casualty Insurance Co. of New York,
C. A. Mansfield, Agent, Wilcox Bldg., Portland.

[illegible]
all the tools needed. They completed the work about the tenth of Januay he returned the horses and machinery after he was trough. but the machinery wos all worn out. to this date I havent received a cent. Mr. Wesley give Mc Nutt and Pyle an order and told them to pay me. 120.00 some time ago. but I havent heard a word from them. I also wrote to them three months ago with no reply. They claim the work has not been measured. ~~by naw~~ and. We think it should be measured by naw. When he hired my horses he had me to sign a paper, not to hold. Mc Nutt and Pyle responsible for the rent of the horses. because he wos supposed to have his own horses. Now I hear to day from a party all other bills would be paid first on account of me signing that paper. as it is state work. and they must get their monnay from the state. I though perhaps some way you can help me to hold it on Mc Nutt and Pyle.
times have been so hard. this year. I need monnay badly with wife and five childrens to support. let me hear by return mail if you can give me any advice or help me out

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OREGON
STATE HIGHWAY COMMISSION

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

7LP-1

Paisley Oregon
Feb. 19 1932

State Highway Engeneer. Salem Oregon
Dear Sir:

I am writing this letter to you, to try to find out some information.

Last august 3. Mr. Red. Werley sub contractor under the Name of Mc. Nutt and Pyle contractors on the yellowstone cut off. they are from. Eugene Oregon. ~~[illegible]~~ Mr. Werley hired four of my hores at 15.00 dollars each a month. With harness. and everything complete I had buy a new Fresno. to make things complete. plows 2 of them Fresno. Stretcher chains grub Hoes etc. all the tools needed. They completed the work about the tenth of January he returned the horses and machinery after he was trough. but the machinery was all worn out. to this date I havent received a cent. Mr. Werley give Mc Nutt and Pyle an order and told them to pay me. 120.00 some time ago. but I havent heard. a Word. from them. I also wrote to them three months ago with no reply.

They claim the work has not been meassured. ~~bynaw~~ and. We think it should be meassured by naw. When he hired my horses he had me to sign a paper, not to hold. Mc Nutt and. Pyle. responsible for the rent of the horses. because he was supposed to have his own horses. Naw I hear to day from a party all other bills Would be paid first on account of me signing that paper. as it is state Work. and they must get their monnay from the state. I though perhaps some way you can help me to hold it on Mc Nutt and Pyle.

times have been so hard. this year. I need monnay badly with wife and five childrens to support. let me hear by return mail if you can give me any advice or help me out

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FEB 1932
OREGON

Mr Wesley try to pay. but McNutt and Pyle is holding on them until it is all measured.

They had horses five months and 7 days 308.00

Hoping to hear from you soon I thank you in advance yours very truly

William S. Pochelu
Paisley
Oregon

FORM 2-C-1 2010 1000 12-31

COMMISSIONERS
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

7LP-11

OREGON STATE HIGHWAY COMMISSION

OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

February 3, 1932

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:

Some weeks ago, Mr. Hanley made a trip from Riley to Lakeview over the Lakeview-Burns Highway, during which he told Mr. Opedal that the grade across an old lake bed, Station 2605 to Station 2647, was too low, and asked that the engineer in charge have the grade raised.

Before laying the grades across this, and other similar lakes, we made inquiries from the local residents as to the depth of the water in these places. We found one man who had seen three inches in the lake in question, so when we laid the grade 1.5 feet above the ground, we thought we were perfectly safe.

Will you talk this matter over with Mr. Hanley, and find out just how much he thinks we should raise this particular grade.

Mr. Burch, the engineer in charge of this section, says that the contractor is willing to do this extra work.

The lake in question, is about eight and one half miles north of the north end of Alkali Lake.

Yours very truly,

C. W. Wanzer,
Division Engineer.

By: K D Lytle
K. D. Lytle,
Division Office Engr.

KDL:E

RECEIVED
FEB 1932
OREGON

Mr. Baldock:
Referring to Mr. Lytle's letter of March 3 concerning raising the grade across an old lake bed, Sta. 2605 to Sta. 2647 on the Lakeview-Burns Road, would say that I did not get a chance to see Mr. Hanley on this matter and therefore I am unable to state his opinion on the matter.
RAK

FORM 2-C-1 2010 1500 12-31

Commissioners
J. C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

FLP-113

OREGON STATE HIGHWAY COMMISSION
~~OFFICE OF C. W. WANZER, DIVISION ENGINEER~~
~~BEND, OREGON~~

Valley Falls, Oregon
January 11, 1932.

File FL.H.P 1-B

RECEIVED
JAN 15 1932
OREGON
STATE HIGHWAY COMMISSION

COPY

Mr. C. W. Wanzer
Division Engineer
State Highway Department
Bend, Oregon

Attention S. H. Probert

Dear Sir:

Replying to your letter of January 7, in regard to stations of Government and Private lands.

The segregations as shown on the Dec. 10 estimate, was an error on my part. I used the stations as shown on the location map, and over looked the sketch map which accompanies the plans for grading. On the sketch map the sub-divisions are makred plainly in red. These stations were used in preparing the Jan. 10, estimate.

Very truly yours

(Sgd.) John T. Burch
Resident Engineer

Mr. Probert

[illegible] referred to in some cases
as shown, private lands when it should be Government
and vice versa

A4 pr 11466

Form P. R. 2

State Oregon

F.L.H. Project No. 1, Section B

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OFFICE
1926

Form P. R. 2

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 24th day of November, 1931 by and between **the State Highway Commission of Oregon** , constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto**; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805):**

Whereas the Highway Department of said State submitted on the **23rd** day of **January**, 19**31**, a project statement, which was approved by the Secretary on the **28th** day of **February**, 19**31**, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the **3rd** day of **June** 19**31**, and approved by the Secretary on the 17th day of December, 1931; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of **sixty-seven thousand, six hundred two and 48/100** dollars ($**67,602.48**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap. 31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) Funds to the extent of $67,602.48 will be made available from the appropriation made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.) for carrying out provisions of act approved June 24, 1930 (46 Stat. 805).

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 1163+00 at the north end of Section A of said project in the S.½ of Sec. 34, T.32 S., R.22 E., W.M., and survey station 3225+95 near the center of Sec. 7, T.27 S., R.24 E., W.M. (excepting therefrom those portions between stas. 1998+43.7 and 2022+65, stas. 2052+28.5 and 2109+42; stas. 2863+70 and 2895+13.3 and stas. 2940+71 and 3006+05) terminal points, a distance of 35.694 miles, known locally as Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway, between Federal Aid Route No.16 near Valley Falls and Federal Aid Route No. 21 near Riley, Lake and Harney Counties, being Oregon Federal Lands Highway Project No. 1, Section B.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, when deemed necessary by the Secretary, it will use every means at its command to place, or to have placed, upon the road embraced in this project, such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of sixty-seven thousand, six hundred two and 48/100 dollars ($67,602.48), certified to the Secretary of the Treasury as above mentioned, which is d[redacted]

[redacted], the approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to ________________~~

~~________________ (Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of ________________ (Name)~~

~~(Strike out if not appropriate.)~~

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to ________________

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

~~[illegible] United States on account of said project exceed the [illegible] of bridges of more than 20 feet clear span.~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: ________________ (Include reference to statute authorizing

____
funds and probable amount annually available)

____

____

____

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project, and to that end will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

6

PAYMENTS

ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to

---

~~ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:~~

~~*(a) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________~~
~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

STRICKEN OUT

~~*(b) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________~~
~~(Include reference to statute authorizing funds and probable amount annually available)~~

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________~~

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for ~~project~~ Fed. Aid Proj. No. 112.

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 12th day of December, 1931

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ____________________
Chairman, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By ____________________
Member, State Highway Commission
(Title of officer)

By ____________________
____
(Title of officer)

By ____________________
____
(Title of officer)

[SEAL]

[SEAL]

AMB C. W. Dunlap
Acting Secretary of Agriculture.

5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~

~~locally known as~~

and designated in the records of this Department as Federal Lands Highway Project No. 1./ Section B, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $ 67,602.48 as the total estimated cost of said project, and the sum of $ 67,602.48 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed~~ is 100 per cent of said total estimated cost.

Done at the city of Washington, this 12th day of December one thousand nine hundred and Thirty-one, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

GOVERNMENT PRINTING OFFICE 3—4620

72R1B

November 28, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are returning herewith three signed copies of Project Agreement, covering the Pike Ranch-Harney County Line Section, Federal Lands Highway Project No. 1-B.

Very truly yours,

ROY A. KLEIN
State Highway Engineer,

By

J. W. Nash,
Assistant Office Engineer.

JWN:ER

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Oregon F.L.H.P. No. 1-B

New Post Office Bldg.,
Portland, Oregon

November 18, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, ~~xxxxxxxxx~~ for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By L Caufield
L. J. Caufield
Highway Engineer

Encls.

Pike Ranch - Harney Co Line

RECEIVED
NOV 19 1931
OREGON
STATE HIGHWAY COMMISSION

#1306
Lake Co.

3KP-1B

November 12, 1931

Union Oil Company of California,
Yeon Building,
Portland, Oregon.

Gentlemen:

Receipt is acknowledged of your letter of November 10th in which you make inquiry concerning the McNutt & Pyle contract near Wagontire.

Please be advised that this is our contract No. 1306 and is known as the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway in Lake County. This contract consists of 34.62 miles of grading. The completion date is May 31, 1932. Bond was furnished by Metropolitan Casualty Insurance Co. of New York for whom C. A. Mansfield, Wilcox Bldg., Portland, Oregon, is resident agent. The amount of the bond is $50,000.00. The headquarters address of the above contractors is 351½ Broadway, Eugene, Oregon.

Very truly yours,
STATE HIGHWAY COMMISSION,
By

Secretary.

Dict. by J. McFarland.

#1306
Lake Or

nion Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 8521

602-621 YEON BUILDING
Portland, Oregon

November 10, 1931.

RECEIVED
NOV 11 1931
OREGON
STATE HIGHWAY COMMISSION

State Highway Department,
Salem, Oregon.

Gentlemen:

RE: McNutt & Pyle
Wagontire Oregon
Bonded Job #1306

We have been advised that McNutt & Pyle have been awarded a bonded job #1306 working in the vicinity of Burns, Oregon. We are contemplating making deliveries to them of petroleum products to be used on this particular job and desire the following information.

1. Kindly give us a complete description of the job and verify the job number.

2. We are also interested in knowing the amount of the job, the approximate date of completion, the name of the bonding company and the local agent's name and address, and the amount of the bond.

For your convenience in replying and inclosing this data you will find attached a self-addressed, stamped envelope. Thanking you in advance, we remain

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schettner
District Manager.

LC:R

FLP-1B

November 10, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for project agreement, covering the Pike Ranch-Harney County Line Section, Federal Lands Highway Project No. 1-B. This estimate has been revised to include the work between Stations 5006+05 and 5225+95. Work on this section is covered by the original contract, the special provisions of which provide that the work may be extended, if desired.

Three copies of a supplemental agreement are likewise being enclosed, covering the item of extra clearing and grubbing.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Federal Lands Highway Project No. 1-B

PIKE RANCH-HARNEY COUNTY LINE SECTION OF
THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, November 5, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands:

Original Contract - (Sta. 1163+00 to 1998+43.7) (2022+65 to 2052+28.5)
(2109+42 to 2863+70) (2885+12.2 to 2940+71).

Extension of Contract as per Special Provisions - (Sta. 3006+05 to 3225+05)

All Required	Clearing and Grubbing		$ 2,271.80
" "	Additional Clearing & Grubbing (Sta. 3006+05 to 3225+05)		300.00
176,000 cu. yds.	Common Excavation	$ 0.21	36,960.00
23,400 "	Solid Rock Excavation	0.70	16,380.00
48,500 yd. sta.	Overhaul	0.02	970.00
1,950 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	1,950.00
1,750 "	18" " " " "	1.50	2,625.00
	Sub-total		$61,456.80
	10% Engr. & Cont.		6,145.68
	Total - - - - - - - - -		$67,602.48

Length 35.694 miles
Cost per mile $1,893.94

Roadway thru Other Lands:

(Sta. 1998+43.7 to 2022+65) (2052+28.5 to 2109+42) (2863+70 to 2885+12.2)
(2940+71 to 3006+05).

All Required	Clearing and Grubbing		$ 196.80
12,000 cu. yds.	Common Excavation	$ 0.21	2,520.00
600 "	Solid Rock Excavation	0.70	420.00
7,000 yd. sta.	Overhaul	0.02	140.00
80 lin. ft.	12" Corr. Galv. Iron Pipe	1.00	80.00
150 "	18" " " " "	1.50	225.00
100 "	24" " " " "	2.00	200.00
70 "	36" " " " "	4.50	315.00
	Sub-total		$ 4,096.80
	10% Engr. & Cont.		409.68
	Total - - - - - - - - - -		$ 4,506.48

Length	3.167 miles
Cost per mile	$1,421.43

Federal Funds Requested	$ 67,802.48
State Funds	4,308.32
	$ 72,110.80

State funds for construction: Chapter 173, Laws 1917: Chapter 31, Laws 1929

State funds for maintenance: Chapter 41, Laws 1927.

RECEIVED

FORM 2-C-1 273 500 2-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

7LP-1B

November 3, 1931

Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

We hand to you herewith five copies of Price Agreement No. 1, on the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway, McNutt & Pyle's contract No. 1306. This agreement has been signed by Mr. McNutt and recommended for approval by Mr. Wanzer.

This agreement is to cover the clearing and grubbing necessitated by the extension of said contract from Sta. 3006+05 to 3225+95.

The price and specifications for this additional work is as specified in the special provisions of the contract, relative to this extension.

Yours very truly,

C. W. Wanzer
Division Engineer

J. A. Hardie
By J. A. Hardie

RECEIVED
NOV 4 1931
OREGON
STATE HIGHWAY COMMISSION

SAP

FL.H.P. 1-B

7LP-1B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

November 2, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letter of October 6, suggesting that the gap between Stations 3006+05 and 3225+95 on Oregon Federal Lands Highway Project No. 1-B be put under construction as provided for in the special provisions.

The project agreement papers are still being held awaiting receipt of an estimate revised to cover this additional and we request that the estimate be submitted at your early convenience in order that the project agreement may be prepared.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

7LP-113

October 16, 1931.

Mr. C. W. Warner,
Division Highway Engineer,
Bend, Oregon.

Dear Sir:

The enclosed price agreement has been prepared to provide a difinite basis of payment for the clearing and grubbing work required on the extension which has been made of the McNutt & Pyle contract for the grading of the Pike Ranch-Harney County Line Section of the Lakeview-Burns Highway.

The contract provides that payment for this clearing and grubbing work will be made at a lump sum price which is proportionate to the price bid for clearing and grubbing on the main portion of the project. When figured on a proportionate basis, the price is within a few cents of $500.00, so we have fixed the price at exactly $500.00.

Kindly obtain the necessary signatures to the agreement and return all five copies to us for approval by Mr. Klein.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

1-B

FLP-1B

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

October 6, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Lands Highway Project No. 1-B, Pike Ranch-Harney County Line section of the Lakeview-Burns Highway.

At the time this project was submitted, provision was made on page 3 of the special provisions for extending the contract from Sta. 3006+05 to Sta. 3225+95 should there be sufficient funds available after the contract was let.

As the balance of this route is now under contract and there is apparently sufficient funds left to provide for the construction of this gap it would seem that this extension should now be included and a revised estimate submitted for use in the preparation of the project agreement. Therefore the estimate, as of August 28, 1931, transmitted for use in preparing the project agreement, will be held pending advice from you as to the inclusion of this extension.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

RECEIVED
OCT 7 1931
OREGON
STATE HIGHWAY COMMISSION

FORM S-A-1 85 5000 6-31

COMMISSIONERS
~~H. B.~~ VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

7 LP-1b

F.L.H. #1-B

OREGON STATE HIGHWAY COMMISSION
SALEM

August 29, 1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are submitting herewith the estimates which we desire to have used as bases for the project agreements for federal lands highway projects No. 1-A, 1-B and 1-C.

As no previous federal aid projects have involved the expenditure of state funds on highways that are not a part of the state highway system, you will probably desire information as to the authority under which state funds are to be used on these projects. This authority comes through Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920, which enactments authorize the State Highway Commission to "do any act or thing necessary to fully meet the requirements of the United States and the officers acting under such federal statute," the federal statute referred to being the federal aid act and all subsequent amendments thereto. This authority "to do any act" includes, without any doubt, the authority to expend state money, for it goes so far as to specifically authorize the sale of bonds if other funds are not available.

The expenditure of state funds on these projects and off of the state highway system was necessary in order to fully meet the requirements under which the federal lands highway funds were offered to the State and in order to avoid the loss of these funds to the State, and in support of this statement we cite the following circumstances:

1. At the time it was determined to use the federal lands highway funds on the Lakeview-Burns Highway, there were no projects on the state highway system that were both eligible for federal lands highway funds and in such condition that it was practicable to get out the plans and complete the construction within the time allowed by the government for the performance of the work.

2. The county funds available for use either on the Lakeview-Burns Highway or for use on any other projects that

Mr. W. E. Lynch - 2. Aug. 29th, 1931.

might have been taken up in lieu thereof, were insufficient to cover the part of the cost that must be borne either by the state or the counties.

For your more complete information in regard to the authority under which the Commission is acting in the expenditure of state funds on these projects, we are enclosing four copies of an opinion given by Mr. J. M. Devers, Assistant Attorney General.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:MR

encl.

Oregon State Highway Department   Federal Lands Highway Project No. 1-B

PIKE RANCH-HARNEY COUNTY LINE SECTION OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 28, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 1165+00 to 1998+43.7, 2022+65.0 to 2052+28.5, 2109+42.0 to 2863+70, 2885+15.2 to 2940+71).

All Required	Clearing and Grubbing		$ 2,271.80
158,000 cu. yds.	Common Excavation	$ .21	33,180.00
22,400 "	Solid Rock Excavation	.70	15,680.00
48,000 yd. sta.	Overhaul	.02	960.00
1,950 lin. ft.	12" Corr. Galv. Iron Culvert Pipe	1.00	1,950.00
1,550 "	18" " " " " "	1.50	2,325.00
	Sub-total........		$ 56,366.80
	10% Engr. & Cont.		5,636.68
	Total.......		$ 62,003.48

Length 31.529 miles
Cost per mile $1,966.55

Roadway thru Other Lands:
(Sta. 1998+43.7 to 2022+65, 2052+28.5 to 2109+42, 2863+70 to 2885+15.2, 2940+71 to 3008+05)

All Required	Clearing and Grubbing		$ 228.20
12,000 cu. yds.	Common Excavation	$ .21	2,520.00
600 "	Solid Rock Excavation	.70	420.00
7,000 yd. sta.	Overhaul	.02	140.00
50 lin. ft.	12" Corr. Galv. Iron Culvert Pipe	1.00	50.00
150 "	18" " " " " "	1.50	225.00
100 "	24" " " " " "	2.00	200.00
70 "	36" " " " " "	4.50	315.00
	Sub-total..........		$ 4,098.20
	10% Engr. & Cont.		409.82
	Total........		$ 4,508.02

Length......... 3.167 miles
Cost per mile $1,423.43

Federal Funds Requested........	$ 62,003.48
State Funds......................	4,308.02
	$ 66,311.50

State funds for Construction: Chapter 175, Laws 1917; Chapter 31, Laws 1920.

State funds for Maintenance: Chapter 41, Laws 1927.

August 25, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Lands Highway Project Nos. 1-A and 1-B on the Lakeview-Burns Highway.

Bids for these projects were opened on June 4 but to date we have not received the estimate to be used as the basis for preparing the project agreements. These estimates should be submitted at an early date in order that the project agreement may be prepared.

Very truly yours,

W. H. LYNCH
District Engineer

RECEIVED
AUG 26 1931
OREGON
STATE HIGHWAY COMMISSION

FLP-1D

June 29, 1931

Earl L. McNutt and
Guy F. Pyle,
351½ E. Broadway St.,
Eugene, Oregon.

Gentlemen:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the Pike Ranch-Harney County Line Section on the Lakeview-Burns Highway in Lake County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

XLP-1B.

Form 30—F-20138—5M—1-31

NOTED
State Highway Engineer

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

Date 6-22-'31, 193

Job name Pike Ranch-Harney Co Line

Week from 6-15-'31 to 6-22-'31

Mail address Wagontire

Highway Lakeview-Burns

Telegraph or telephone address —

County Lake

Job prefix 19T.C.

Express and freight address Burns

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Sub-contractor L. O. Griffiths started clearing, but broke down and is in Lakeview getting repairs

Party in office & field

(See back of this sheet for instructions and detailed information)

Signed Tom Opedal

Title Res Eng.

GRADING CONSTRUCTION

Total miles of grading in project [illegible]

Miles completed ……………

Miles completed except finishing ……………

Total cubic yards in project [illegible]

Cubic yards moved to date ……………

Miles covered by contractor's forces ……………

Miles cross-sectioned ……………

Miles cross-sections completed and checked ……………

Miles to be remeasured ……………

Number men in Engineering Party ……………

Contractor's average force for week …………… *men,*

…………… *teams,* …………… *steam shovels*

Grading work will be completed about 5-11-21

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ……………

Miles completed ……………

Miles partially done ……………

Total cubic yards in project ……………

Cubic yards produced to date ……………

Average daily yardage produced this week ……………

Average daily yardage necessary to complete on time ……………

Contractor's average force for week …………… *men,*

…………… *teams,* …………… *trucks*

Project will be completed about ……………

Number of men in Engineering Party ……………

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ……………

Miles of preliminary staked ……………

Miles of location staked ……………

Per cent of field work complete ……………

Per cent of office work complete ……………

Number of days worked on this project ……………

Number of men in party ……………

Salary expense this week ……………

All other expense this week ……………

Previous total expenditure this survey ……………

Total expenditure including this week ……………

Survey will be completed about ……………

Completed survey will cost about ……………

Per mile cost of survey will be about ……………

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ……………

Miles paving completed ……………

Total square yards in project ……………

Square yards completed to date ……………

Average daily square yards this week ……………

Miles shoulders completed both sides ……………

Contractor's average force for week …………… *men,*

…………… *teams,* …………… *trucks*

Job will be completed about ……………

Number of men in Engineering Party ……………

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* [illegible] *Percentage* [illegible]
2. …………… *Percentage* ……………
3. …………… *Percentage* ……………
4. …………… *Percentage* ……………

ZLP-1B

ZLP-1B

ESTIMATE OF COST BASED ON CONTRACT PRICES

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3221/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2 miles	at	$72.05	$304.50
Common Excavation	18,000 cu. yds.	at	0.21	3,780.00
Solid Rock Excavation	600 " "	at	0.70	420.00
18-inch Culvert Pipe	180 lin. ft.	at	1.50	270.00
				$4,774.50
	15% for Engineering and Contingencies			716.18
	Total			$5,490.68

Salem, Oregon,
June 6, 1931.

ESTIMATE OF COST BASED

VALLEY FALLS-PIKE RANCH SECTION AND PIKE

LAKEVIEW-BURNS H

Items	Unit	Unit Prices	GOVERNMENT LAND	
			Quantity	Amount
VALLEY FALLS-PIKE RANCH SECTION				
(Stations 188/10 to 1166/33.7= 1163/00)				
Clearing and Grubbing	Miles	$ 37.63	14.8	$ 557.00
Excavation, Single Classification	Cu. Yds.	0.40	83,000	33,200.00
Common Excavation	Cu. Yds.	0.22	27,000	5,940.00
Solid Rock Excavation	Cu. Yds.	0.90	3,500	3,150.00
Overhaul	Yd. Stas.	0.02	54,000	1,080.00
Earth Cushion	Cu. Yds.	0.30	2,500	750.00
Earth Cushion Haul	Yd. Mis.	0.18	2,500	450.00
18-inch Culvert Pipe	Lin. Ft.	1.30	1,900	2,470.00
24-inch Culvert Pipe	Lin. Ft.	1.65	360	594.00
36-inch Culvert Pipe	Lin. Ft.	3.35	230	770.50
Sub-totals				$48,961.50
15% Engr. & Contg.				7,344.24
Totals for Valley Falls-Pike Ranch				$56,305.74
PIKE RANCH-HARNEY COUNTY LINE SECTION				
(Stations 1166/33.7 - 1163/00 to 3006/05)				
Clearing and Grubbing	Miles	$ 72.05	32.1	$ 2,312.70
Common Excavation	Cu. Yds.	0.21	158,000	33,180.00
Solid Rock Excavation	Cu. Yds.	0.70	22,400	15,680.00
Overhaul	Yd. Sta.	0.02	48,000	960.00
12-inch Culvert Pipe	Lin. Ft.	1.00	1,950	1,950.00
18-inch Culvert Pipe	Lin. Ft.	1.50	1,550	2,325.00
24-inch Culvert Pipe	Lin. Ft.	2.00	- -	- -
36-inch Culvert Pipe	Lin. Ft.	4.50	- -	- -
Sub-totals				$56,407.70
15% Engr. & Contg.				8,461.16
Totals for Pike Ranch-Harney County Line				$64,868.86
Totals for Entire Project				$121,174.60

Salem, Oregon.
June 6, 1931.

COST BASED ON CONTRACT PRICES

CTION AND PIKE RANCH-HARNEY COUNTY LINE SECTION

AKEVIEW-BURNS HIGHWAY

RNMENT LAND	STATE LAND		PRIVATELY OWNED LANDS		TOTALS	
Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
$ 557.00	2.4	$ 90.30	1.4	$ 52.70	18.6	$ 700.00
33,200.00	11,500	4,600.00	3,500	1,400.00	98,000	39,200.00
5,940.00	2,450	539.00	8,550	1,881.00	38,000	8,360.00
3,150.00	1,050	945.00	3,450	3,105.00	8,000	7,200.00
1,080.00	7,500	150.00	8,500	170.00	70,000	1,400.00
750.00	200	60.00	300	90.00	3,000	900.00
450.00	200	36.00	300	54.00	3,000	540.00
2,470.00	236	306.80	164	213.20	2,300	2,990.00
594.00	40	66.00	- -	- -	400	660.00
770.50	- -	- -	- -	- -	250	770.50
$48,961.50		$6,793.10		$6,965.90		$62,720.50
7,344.24		1,018.95		1,044.90		9,408.07
$56,305.74		$7,812.05		$8,010.80		$72,128.57
$ 2,312.70	2.1	$ 151.30	0.5	$ 36.00	34.7	$ 2,500.00
33,180.00	10,000	2,100.00	2,000	420.00	170,000	35,700.00
15,680.00	600	420.00	- -	- -	23,000	16,100.00
960.00	6,000	120.00	1,000	20.00	55,000	1,100.00
1,950.00	- -	- -	50	50.00	2,000	2,000.00
2,325.00	150	225.00	- -	- -	1,700	2,550.00
- -	100	200.00	- -	- -	100	200.00
- -	70	315.00	- -	- -	70	315.00
$56,407.70		$3,531.30		$ 526.00		$60,465.00
8,461.16		529.69		78.90		9,069.75
$64,868.86		$4,060.99		$ 604.90		$69,534.75
$121,174.60		$11,873.02		$8,615.70		$141,663.32

7 FP-113

PRELIMINARY ESTIMATE OF COST

LAKE COUNTY LINE, NORTH FOUR MILES

(Stations 3006/05 to 3225/95)

LAKEVIEW-BURNS HIGHWAY

Clearing and Grubbing	4.2	miles	at	$50.00	$ 210.00
Common Excavation	18,000	cu. yds.	at	0.25	4,500.00
Solid Rock Excavation	600	" "	at	1.10	660.00
18-inch Culvert Pipe	180	lin. ft.	at	2.40	432.00
					$5,802.00
				15% for Engineering and Contingencies	898.00
					$6,700.00

Salem, Oregon,
June 2, 1931.

PRELIMINARY ESTIMATE OF C

VALLEY FALLS-PIKE RANCH SECTION AND PIKE RANCH-H

LAKEVIEW-BURNS HIGHWAY

Items	Unit	Unit Prices	Government Land		Sta
			Quantity	Amount	Quanti
VALLEY FALLS-PIKE RANCH SECTION					
(Stations 182+10 to 1166+33.7= 1163+00)					
Clearing and Grubbing	Miles	$26.85	14.8	$ 398.00	
Excavation, Single Class.	Cu. yds.	0.70	83,000.	58,100.00	11,50
Common Excavation	Cu. yds.	0.23	27,000	6,210.00	2,45
Solid Rock Excavation	Cu. yds.	1.10	3,500	3,850.00	1,05
Overhaul	Yd. stas.	0.03	54,000	1,620.00	7,500
Earth Cushion	Cu. yds.	0.30	2,500	750.00	200
Earth Cushion Haul	Yd. mis.	0.25	2,500	625.00	200
18-inch Culvert Pipe	Lin. ft.	2.70	1,900	5,130.00	236
24-inch Culvert Pipe	Lin. ft.	3.50	360	1,260.00	40
36-inch Culvert Pipe	Lin. ft.	6.00	230	1,380.00	- -
Sub-totals				$79,323.00	
15% Engr. & Contg.				11,898.00	
Totals for Valley Falls-Pike Ranch				$91,221.00	
PIKE RANCH-HARNEY COUNTY LINE SECTION					
(Stations 1166+33.7 = 1163+00 to 3006+05)					
Clearing and Grubbing	Miles	$46.15	32.1	$1,480.00	2
Common Excavation	Cu. yds.	0.25	158,000	39,500.00	10,000
Solid Rock Excavation	Cu. yds.	1.10	22,400	24,640.00	600
Overhaul	Yd. Sta.	0.03	48,000	1,440.00	6,000
12-inch Culvert Pipe	Lin. Ft.	1.45	1,950	2,827.00	- -
18-inch Culvert Pipe	Lin. Ft.	2.40	1,550	3,720.00	150
24-inch Culvert Pipe	Lin. Ft.	3.55	- -	- -	100
36-inch Culvert Pipe	Lin. Ft.	6.00	- -	- -	70
Sub-totals				$73,607.00	
15% Engr. & Contg.				11,041.00	
Totals for Pike Ranch-Harney County Line				$84,648.00	
Totals for Entire Project				$175,869.00	

Salem, Oregon,
June 3, 1931.

PRELIMINARY ESTIMATE OF COST

ANCH SECTION AND PIKE RANCH-HARNEY COUNTY LINE SECTION

LAKEVIEW-BURNS HIGHWAY

overnment Land		State Land		Privately Owned Lands		Totals	
antity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
14.8	$ 398.00	2.4	$ 64.00	1.4	$ 38.00	18.6	$ 500.00
,000.	58,100.00	11,500.0	8,050.00	3,500.	2,450.00	98,000	68,600.00
7,000	6,210.00	2,450	564.00	8,550	1,966.00	38,000	8,740.00
,500	3,850.00	1,050	1,155.00	3,450	3,795.00	8,000	8,800.00
,000	1,620.00	7,500	225.00	8,500	255.00	70,000	2,100.00
,500	750.00	200	60.00	300	90.00	3,000	900.00
,500	625.00	200	50.00	300	75.00	3,000	750.00
,900	5,130.00	236	637.00	164	443.00	2,300	6,210.00
360	1,260.00	40	140.00	- -	- -	400	1,400.00
230	1,380.00	- -	- -	- -	- -	230	1,380.00
	$79,323.00		$10,945.00		$ 9,112.00		$99,380.00
	11,898.00		1,642.00		1,367.00		14,907.00
	$91,221.00		$12,587.00		$10,479.00		$114,287.00

32.1	$1,480.00	2.1	$ 97.00	0.5	$ 23.00	34.7	$1,600.00
,000	39,500.00	10,000	2,500.00	2,000	500.00	170,900	42,500.00
,400	24,640.00	600	660.00	- -	- -	23,900	25,300.00
,000	1,440.00	6,000	180.00	1,000	30.00	55,000	1,650.00
950	2,827.00	- -	- -	50	73.00	2,000	2,900.00
,550	3,720.00	150	360.00	- -	- -	1,700	4,080.00
-	- -	100	355.00	- -	- -	100	355.00
-	- -	70	420.00	- -	- -	70	420.00
	$73,607.00		$4,572.00		$626.00		$78,805.00
	11,041.00		686.00		94.00		11,821.00
	$84,648.00		$5,258.00		$720.00		$90,626.00
	$175,869.00		$17,845.00		$11,199.00		$204,913.00

7LP-1B

May 27, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate and five bid proposals covering the Pikes Ranch-Harney County Line Section, Federal Lands Highway Project 1-B. Five sets of blueprint plans are being sent under separate cover.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

Oregon State Highway Department   Federal Lands Highway Project No. 1-B.

PIKES RANCH-HARNEY COUNTY LINE SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN LAKE COUNTY

(Estimate with plans. Not as basis for project agreement.)

Salem, Oregon, May 26, 1931.

Roadway Through Unappropriated and Unreserved Federal Lands
(Stas. 1163/00 to 1998/43.7, 2022/45.0 to 2052/26.5
2109/42.0 to 2865/70, 2895/15.5 to 2940/71)

All Required	Clearing and Grubbing		$ 1,500.00
158,000 cu. yds.	Common Excavation	$0.25	39,500.00
22,400 " "	Solid Rock Excavation	1.10	24,640.00
48,000 yd. sta.	Overhaul	0.03	1,440.00
1,950 lin. ft.	12" Culvert Pipe	1.45	2,827.50
1,550 " "	18" " "	2.40	3,720.00
	Sub-total		$73,627.50
	10% Engr. & Cont.		7,362.75
	Total		$80,990.25

Roadway Through Other Lands
(Stas. 1998/43.7 to 2022/45, 2052/26.5 to 2109/42.0
2865/70 to 2895/15.5, 2940/71.0 to 3004/05)

All Required	Clearing and Grubbing	$	$ 100.00
12,000 cu. yds.	Common Excavation	0.25	3,000.00
600 " "	Solid Rock Excavation	1.10	660.00
7,000 yd. sta.	Overhaul	0.03	210.00
50 lin. ft.	12" Culvert Pipe	1.45	72.50
150 " "	18" " "	2.40	360.00
100 " "	24" " "	3.35	335.00
70 " "	36" " "	6.00	420.00
	Sub-total		$ 5,157.50
	10% Engr. & Cont.		515.75
	Total		$ 5,673.25

Sub-total (Entire Project)	$ 78,785.00
10% Engineering and Contingencies	7,878.50
Total (Entire Project)	$ 86,663.50

Total Length of Project		34.696 Miles
Cost Per Mile	$2,497.79	

Government Funds Requested	$80,990.25
County Funds	5,673.25
	$86,663.50

CONTRACT # 1309,

1309 [illegible]: Contract 1148

CONTRACT# 1311,

CONTRACT# 1311,

FLP 1-C N. Unit, Lake Co. Line-Okerman 1931
[redacted] Ranch Sec.
1311, [redacted]

FORM 8-A-1 7018 10M 8-30

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

31p-1c

OREGON STATE HIGHWAY COMMISSION

SALEM

NOTED
State Highway Engineer

IN REPLY PLEASE
REFER TO FILE NO. File

June 3, 1933.

Mr. R. H. Baldock,
State Highway Engineer,
Office.

REFERRED TO
H G Smith
By State Highway Engineer

Please fill in amt on 2nd page

Dear Sir:

Herewith please find correspondence between Earl L. McNutt and K. D. Lytle concerning the amount to be paid on borrow material on Contract #1311, Lake County Line-Okerman Ranch Section.

One of the Special Provisions of this contract states:

BORROW:

THE ATTENTION OF THE CONTRACTOR IS CALLED TO THE FACT THAT ON PORTIONS OF THESE PROJECTS, THE EARTH COVER OVER BEDROCK IS SHALLOW, AND THAT IN ORDER TO OBTAIN SUFFICIENT EARTH MATERIAL WITH WHICH TO CONSTRUCT HIGHWAY EMBANKMENTS, IT WILL AT SOME PLACES BE NECESSARY TO EXTEND THE BORROW PITS BEYOND THE RIGHT OF WAY LIMITS AND TAKE THE MATERIAL WHEREVER IT IS FOUND AVAILABLE. THIS SITUATION IS UNDERSTOOD TO BE CONTEMPLATED BY THE CONTRACTOR IN HIS BID PRICES AND IT WILL IN NO CASE ENTITLE THE CONTRACTOR TO ANY EXTRA COMPENSATION. PAYMENT FOR OVERHAUL WILL, OFCOURSE BE ALLOWED WHENEVER ANY OF THE MATERIALS ARE REQUIRED TO BE HAULED MORE THAN THREE HUNDRED FEET. THE RIGHT TO BORROW MATERIALS FROM OUTSIDE THE LIMITS OF THE RIGHT OF WAY WILL BE PROCURED BY THE STATE WITHOUT COST TO THE CONTRACTOR.

IT IS UNDERSTOOD THAT ALL MATERIALS "BORROWED" FOR EMBANKMENT CONSTRUCTION ARE TO BE EARTH MATERIALS. THE CONTRACTOR WILL NEITHER BE REQUIRED NOR PERMITTED TO MAKE BORROW IN MATERIALS THAT WOULD NOT BE CLASSIFIED AS "COMMON EXCAVATION."

This is a difficult contention to analyze as it happened before the regime of K. D. Lytle as Division Engineer. The contractor and Resident Engineer appear to have set aside the provisions that borrow would "neither be required nor permitted "from classified material," without any referral of the question by letter to the Division Office or to any signed agreements. Resident Engineer Tom Opedal informed Lytle that the contractor's foreman requested permission to obtain the borrow by widening cuts rather than to work shallow borrow pits. But nevertheless Opedal had not definitely segregated this material as borrow in his monthly estimates.

It would seem therefore that Opedal had given permission for the contractor to use more expensive material than contemplated in the specification, but it is difficult to determine whather it was definitely understood that this material would be furnished in lieu and at the price of commonor whether it was being done without any clear conception of the overrun it would cause if paid as classified material.

The change in classification as demanded by McNutt will increase the estimate by the following amount 6714.39.

The job has been completed for nearly a year and consequently it is desirable to find it out therefore I would suggest that you request McNutt to call and discuss his claim in person.

Yours very truly,

H G Smith

H. G. SMITH,
CONSTRUCTION ENGINEER.

HGS/H

May 19, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed four copies of voucher, each, for the following projects:

1-A (Final)	Valley Falls-Pike Ranch	$ 11,160.92
1-G (Final)	Lake County Line-Sherman Ranch	3,948.47

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/GS

Encls.

J-8

Hwy. 11579

E-1-C

Oregon Federal Lands Highway
Project No. E-1, Section C.

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 13, 1931, by the State Highway Commission of Oregon, and on January 18, 1932, by the Acting Secretary of Agriculture, as amended by "Modification of Project Agreement" signed on June 9, 1932, by the said State Highway Commission, and on June 21, 1932, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Lands Highway Project No. 1, Section C, now designated as Oregon Federal Lands Highway Project No. E-1, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section C to provide for the construction of gravel and cinder subgrade stabilizer between survey stations 3978 and 4700; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $38,412.78 to $49,277.39, and that the Federal Lands Highway Funds approved and set aside to the credit of said Section C be increased from $37,977.00 to $48,841.59:

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon, and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimate and the sum of forty-eight thousand, eight hundred forty-one and 59/100 dollars ($48,841.59) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof;"

Clause (c) of Article I shall read:

> "(c) Funds to the extent of $48,841.59 will be made available from appropriations made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.), and the Act of July 21, 1932 (Public No. 302, 72nd Cong.), for carrying out the provisions of act approved June 24, 1930 (46 Stat. 805)."

To Article III shall be added paragraph (c) to read:

> "(c) It is hereby mutually agreed that in the event it is more convenient for the proper progress or facilitation of the work to final each unit of this project separately, each unit may proceed to final completion, inspection, and acceptance independently of the other unit, and final payment of Federal funds may be made on each unit after such final completion, inspection, and acceptance."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of forty-eight thousand, eight hundred forty-one and 59/100 dollars ($48,841.59), certified to the Secretary of the

> Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of forty-nine thousand, two hundred seventy-seven and 39/100 dollars ($49,277.39), the approved total estimated cost of Section C of said project."

Except as herein specifically modified, the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 19th day of April, 1933, and the Secretary of Agriculture on the 11th day of May, 1933.

OREGON STATE HIGHWAY COMMISSION

By ______________________
Chairman, State Highway Commission

By ______________________
Member, State Highway Commission

By ______________________
Member, State Highway Commission.

R G Tugwell
Acting Secretary of Agriculture.

Oregon Federal Lands Highway
Project No. E-1, Section C.

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department as Federal Lands Highway Project No. E-1-C, State of Oregon.

SECOND. That in accordance with said provisions I have approved the sum of $ 49,277.39 in lieu of the $37,977.00 approved by Certificate of June 21, 1932, as the total estimated cost of said project, and the sum of $ 48,841.59 as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 11th day of May, one thousand nine hundred and thirty-three.

R G Tugwell
Acting Secretary of Agriculture.

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4820

FORM S-C-1 7527 500 1-33
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

May 16, 1933

Mr. Earl L. McNutt
351½ East Broadway
Eugene, Oregon

Dear Sir:

Reference is made to your recent letter regarding the classification on your final estimate covering the work done on contract #1311, Lake County Line-Okerman Ranch Section.

At the time you were here and talked with me regarding the job, I did not get the impression that I was to write you further regarding it as I thought that you simply asked that I think the matter over and, if possible, recommend an increase in your classification.

NOTED
State Highway Engineer

I cannot see why you should be entitled to any more than was given you on this job. The fact that the engineer required you to keep the back line of the borrow pits straight is no more than is required on all of our jobs and if you will carefully look into the matter I believe you will find that borrow materials are often hauled long distances and haul is paid when the materials are moved over the free haul limits. Your foreman on this job requested our engineer to permit him to borrow by widening the ditches alongside the road rather than by making separate borrows outside the ditches and drifting the mateials into the road and I believe no one could look at the job and not say that it was cheaper for you to make the borrow as you did rather than make the borrow separate and distinct from the roadbed section as you now say would have been cheaper.

We permitted you to do the work as you requested, whichway you must have thought was best for you and in return you now ask extra compensation because we granted your request. I cannot see that the job deserved any special compensation by reason of your method as we had already provided a ditch 8 feet wide on top which I think you will admit is sufficient to care for any drainage in that country. The specifications were perfectly clear as to the fact that we were going to pay for the borrow at the price bid for common and if there was any doubt in your mind as to whether or not the borrow you were taking outside of the roadbed section was to be paid for other than as provided for you should have made inquiries at the time the work was in progress so that we would have had a chance to make your borrow outside of the roadbed sections in the places which you say good borrow was available.

The Resident Engineer was unable to remeasure the job and keep his work up to date as you will recall the job was roughed in most all the way before the finishing was started and for that reason he kept giving Intermediate for a lot of material which, when we re-measured the job, was not moved for, as you will note from the final cross sections, very few of the ditches were down to the two foot depth as shown on the plans. In most places these ditches were not over one foot in depth. This failure on your part to take out the ditches to the full depth reduced the amount of excavation required inside the roadbed section.

The clause regarding the borrow was placed in the specifiations solely for the purpose of eliminating any controversy over the classification of the materials to be borrowed and I personally cannot see why we should back down on it after the work is completed, expecially after it was done in the manner requested by your foreman. Had we requested you to go down in the ditches to the depth shown in the plans and made you drift in all your borrow the job would have cost you a lot more than it did.

I believe that the final estimate, as submitted, is fair and I would therefore not be in any position to recommend that it be increased.

Yours very truly

K. D. Lytle
Division Engineer

kdl/c
cc
R. H. Baldock
H. G. Smith

EARL L. McNUTT

C
O
P
Y

HIGHWAY CONTRACTOR
Stage Lines, Trucking, Teaming
and Grading

351½ East Broadway

EUGENE, OREGON

May 1, 1933

Mr. King Lytle
Division Engineer
Bend, Oregon

Dear Sir:

I am writing you at this time in pursuance of conversation I had with you, in your office, some time late last fall as to fina,l estimate on contract #1311, Lake County Line-Okerman Ranch Section, in Harney County.

At the time of our conversation you suggested that if I car8d to, I could take this matter up with the Salem office and in turn I suggested that you take the matter up of classification as shown on this final, and let me hear from you, but to date I have heard nothing.

As I understand it there is no question but that we really moved intermediate material, and that we were told by the Engineer that we must maintain a uniform back line on all excavatinn insofar as possible even though the material was hauled considerable distance, we were never given a chance to know that we were not being paid intermediate for any and all materials that properly be classified as such, for at least two months after the job was completed and we had borrowed the best of common material very close at hand had we any inkling we were not being paid for these harder materials as the classification would appear.

As I understand it there is not doubt in anybodies mind, about the material being intermediate but you are setting up an arbitrary cross section, and are maintaining that all materials back of the said arbitrary cross section become borrow and therefore become common and you are inclined to pay for the same as such. I followed the instructions of the resident engineer on this job and built you a much better road with wide ditches and borrowed wherever the material was easiest to get and the shortest haul. I was given intermediate classification on this work in the monthly progress estimates and certainly believed that it would be carried into the final the same way. Theefore after I had completed the job I was very much surprised to have the intermediate taken away in the final. I think that I am fully entitled to classification on this part of the contract, so respectfully ask for your reconsideration.

Yours very truly

/s/ Earl L. McNutt

ELM:GC

March 29, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

In accord with the request contained in your letter of March 23rd, we are enclosing herewith six copies of estimate as basis for modified agreement covering the Lake County Line-Sherman Ranch Section, Federal Lands Highway Project No. E-1-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dict. by J. W. Nash/KH

Encl.

Oregon State Highway Department   Federal Lands Highway Project No. 1-C

LAKE COUNTY LINE-[illegible] RANCH SECTION
OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices).

Salem, Oregon, March 29, 1933

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Unit No. 1

State Contract No. 1311 - Grading: (Sta. 3616+53 to 3694+59; 3758+02 to 3840+42; 3874+11 to 3936+96; 3967+35 to 4575+91; 4632+14 to 4674+93; 4594+06 to 4778+04)

All Required		Clearing and Grubbing		$ 1,489.18
82,200	cu. yds.	Common Excavation	$ 0.18	14,796.00
14,800	cu. yds.	Intermediate Excavation	0.50	7,400.00
9,600	cu. yds.	Solid Rock Excavation	0.80	7,[illegible].00
11,000	yd. sta.	Overhaul	0.03	330.00
1,350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	2,025.00
200	lin. ft.	24" Corr. Galv. Iron Pipe	2.00	400.00
70	lin. ft.	36" Corr. Galv. Iron Pipe	4.50	315.00
				$ 34,435.18

State Contract No. 1351 - Gravel Stabilizer: (Sta. 4773+00 to 4778+04) - Cinder Stabalizer (Sta. 4016 to 40[illegible]; 4066 to 4071; 4098 to 4110; 4179 to 4190; 4422 to 4438)

165	cu. yds.	Gravel Subgrade Stabilizer	$ 0.32	$ 52.80
640	cu. yds.	Cinder Subgrade Stabilizer	0.32	204.80
85	cu. yds.	Truck-hauled Filler	0.15	12.75
250	yd. mi.	Hauling Gravel	0.08	20.00
2,300	yd. mi.	Hauling Cinders	0.08	184.00
140	yd. mi.	Hauling Filler	0.08	11.20
				$ 485.55

Sub-total	$ 34,920.73
10% Engr. & Cont.	3,492.07
Total	$ 38,412.80

Unit No. 2

State Contract No. 1437 - Gravel Stabilizer: (Sta. 3978 to A575+91; A632+14 to A674+93; A694+06 to A700)
Cinder Stabilizer: (Sta. 3978 to A016; A025 to A066; A071 to A098; A110 to A179; A190 to A422; A438 to A485)

7,180	cu. yds.	Gravel Subgrade Stabilizer	$ 0.329	$ 2,335.90
5,500	cu. yds.	Cinder Subgrade Stabilizer	0.37	2,035.00
1,250	cu. yds.	Truck-hauled Filler	0.20	250.00
49,600	yd. mi.	Hauling Gravel	0.08	3,968.00
14,000	yd. mi.	Hauling Cinders	0.08	1,120.00
2,100	yd. mi.	Hauling Filler	0.08	168.00
				$ 9,886.90
		10% Engr. & Cont.		988.69
		Total		$ 10,875.59

SUMMARY

Item	Total Estimated Cost	Federal Lands Highway Funds	State Funds
Unit No. 1	$ 38,412.80	$ 37,977.00	$ 435.80
Unit No. 2	10,875.59	10,875.59	- -
	$ 49,288.39	$ 48,852.59	$ 435.80

Length of Roadway	17.171 miles
Cost per mile	$ 2,870.44

ROADWAY THRU OTHER LANDS - (NON-PARTICIPATING)

State Contract No. 1311 - Grading: (Sta. 3694+59 to 3758+02; 3840+42 to 3874+11; 3925+96 to 3967+35; A575+91 to A632+14; A674+93 to A694+06; A738+04 to A765+48.6; A756+19.3 to A763+47.4)

All Required		Clearing and Grubbing	Lump Sum	$ 410.82
27,800	cu. yds.	Common Excavation	$ 0.18	5,004.00
2,200	cu. yds.	Intermediate Excavation	0.50	1,100.00
3,400	cu. yds.	Solid Rock Excavation	0.80	2,720.00
2,000	yd. sta.	Overhaul	0.03	60.00
350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	525.00
130	lin. ft.	24" Corr. Galv. Iron Pipe	2.00	260.00
40	lin. ft.	36" Corr. Galv. Iron Pipe	4.50	180.00
16	cu. yds.	Class "B" Concrete	25.00	400.00
25	M-FBM	Lumber and Timber	55.00	1,375.00
			Total, Grading	$ 12,034.82

State Contract No. 1331: Gravel Stabilizer - (Sta. A738+04 to A765+48.6; A856+19.3 to A763+47.4)
Cinder Stabilizer - (Sta. 3926 to 3957)

1,150	cu. yds.	Gravel Subgrade Stabilizer	$ 0.32	$ 368.00
375	cu. yds.	Pit-run Cinders	0.32	120.00
150	cu. yds.	Truck-hauled Filler	0.15	22.50
1,450	yd. mi.	Hauling Gravel	0.08	116.00
2,100	yd. mi.	Hauling Cinders	0.08	168.00
300	yd. mi.	Hauling Filler	0.08	24.00
				$ 818.50

State Contract No. 1437: Gravel Stabilizer - (Sta. A575+91 to A632+14; A674+93 to A694+06)

1,600	cu. yds.	Gravel Subgrade Stabilizer	$ 0.329	$ 526.40
160	cu. yds.	Truck-hauled Filler	0.20	32.00
3,400	yd. mi.	Hauling Gravel	0.08	272.00
250	yd. mi.	Hauling Filler	0.08	20.00
				$ 850.40

Sub-total	$ 13,703.72
10% Engr. & Cont.	1,370.37
Total	$ 15,074.09

Length of Non-participating portion 4.737 miles

State Funds for Construction: Chap. 175, Laws 1917; Chap. 31, Laws 1920
State Funds for Maintenance: Chap. 41, Laws 1927

February 28, 1933

Mr. W. H. Lynch
District Engineer
U. S. Bureau of Public Roads
New Post Office Building
Portland, Oregon

Dear Sir:

Herewith are enclosed six copies of substitute estimate for vouchering covering the Lake County Line-Sherman Ranch Section, Federal Lands Highway Project No. 1-C.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

Dist. by J. W. Nash/EA

Encl.

Oregon State Highway Department

Federal Lands
Highway Project No. 1-C

LAKE COUNTY LINE-OKERMAN RANCH SECTION OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Substitute estimate for vouchering. Based on low bid prices)

Salem, Oregon, February 17, 1933

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 3616+53 to 3694+59; 3758+02 to 3840+42; 3874+11 to 3926+96; 3967+35 to 4575+91; 4632+14 to 4674+93; 4694+06 to 4738+04)

State Contract No. 1311:

All Required		Clearing and Grubbing		$ 1,489.18
82,200	cu. yds.	Common Excavation	$ 0.18	14,796.00
14,800	cu. yds.	Intermediate Excavation	0.50	7,400.00
9,600	cu. yds.	Solid Rock Excavation	0.80	7,680.00
11,000	yd. sta.	Overhaul	0.03	330.00
1,350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	2,025.00
200	lin. ft.	24" Corr. Galv. Iron Pipe	2.00	400.00
70	lin. ft.	36" Corr. Galv. Iron Pipe	4.50	315.00
				$ 34,435.18

State Contract No. 1331:

165	cu. yds.	Gravel Subgrade Stabilizer	$ 0.32	$ 52.80
640	cu. yds.	Cinder Subgrade Stabilizer	0.32	204.80
85	cu. yds.	Truck-hauled Filler	0.15	12.75
250	yd. mi.	Hauling Gravel	0.08	20.00
2,300	yd. mi.	Hauling Cinders	0.08	184.00
140	yd. mi.	Hauling Filler	0.08	11.20
				$ 485.55

Subtotal	$ 34,920.73
10% Engr. & Cont.	3,492.07
Total	$ 38,412.80

Length 17.171 miles
Cost per mile $2,237.07

Roadway thru other Lands:
Sta. 3694+28 to 3758+02; 3840+42 to 3874+11;
3925+96 to 3967+35; A575+91 to A632+14; A674+93
to A694+06; A734+04 to A765 +48.6; A756+19.3 to A763+47.4)

State Contract No. 1311

All Required		Clearing & Grubbing		$ 419.82
27,800	cu. yds.	Common Excavation	$0.18	5,004.00
2,200	cu. yds.	Intermediate Excavation	0.50	1,100.00
3,400	cu. yds.	Solid Rock Excavation	0.80	2,720.00
2,000	yd. sta.	Overhaul	0.03	60.00
350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	525.00
130	" "	24" " " " "	2.00	260.00
40	" "	36" " " " "	4.50	180.00
16	cu. yds.	Class "B" Concrete	25.00	400.00
25	M-FBM	Lumber & Timber	55.00	1,375.00
				$12,034.82

State Contract No. 1331

1,150	cu. yds.	Gravel subgrade Stabilizer	0.32	$ 368.00
375	" "	Pit-Run Cinders	0.32	120.00
150	" "	Truck Hauled Filler	0.15	22.50
1,450	yd. mi.	Hauling Gravel	0.08	116.00
2,100	" "	Hauling Cinders	0.08	168.00
300	" "	Hauling Filler	0.08	24.00
				$ 818.50

Subtotal	$ 12,853.32
10% Engr. & Cont.	1,285.33
Total	$ 14,138.65

Length 4.737 miles
Cost per mile $2,984.72

State Funds for Constr: Chap. 175, laws 1917: Chap. 31, laws 1920
" " " Maint: Chap. 41, laws 1927

December 22, 1932

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Building,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate as basis for modified agreement covering the Lake County Line-Sherman Ranch Section, Federal Lands Highway Project No. 1-C.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/GS
Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 1-C

LAKE COUNTY LINE-[illegible] RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on contract prices.)

Salem, Oregon, December 16, 1932.

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 3616+53 to 3684+59; 3758+02 to 3846+42;
3874+11 to 3926+96; 3967+35 to 4575+91; 4632+14
to 4674+93; 4694+06 to 4738+04)

State Contract No.1311:

All Required		Clearing and Grubbing		$ 1,489.18
82,200	cu. yds.	Common Excavation	$ 0.18	14,796.00
14,800	cu. yds.	Intermediate Excavation	0.50	7,400.00
9,600	cu. yds.	Solid Rock Excavation	0.80	7,680.00
11,000	yd. sta.	Overhaul	0.03	330.00
1,350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	2,025.00
200	lin. ft.	24" Corr. Galv. Iron Pipe	2.00	400.00
70	lin. ft.	36" Corr. Galv. Iron Pipe	4.50	315.00
				$ 34,435.18

State Contract No. 1331:

165	cu. yds.	Gravel Subgrade Stabilizer	$ 0.32	$ 52.80
640	cu. yds.	Cinder Subgrade Stabilizer	0.32	204.80
85	cu. yds.	Truck-hauled Filler	0.15	12.75
250	yd. mi.	Hauling Gravel	0.08	20.00
2,300	yd. mi.	Hauling Cinders	0.08	184.00
140	yd. mi.	Hauling Filler	0.08	11.20
				$ 485.55

State Contract No. 1437:

7,100	cu. yds.	Gravel Subgrade Stabilizer	$ 0.329	$ 2,335.90
5,500	cu. yds.	Cinder Subgrade Stabilizer	0.37	2,035.00
1,250	cu. yds.	Truck-hauled Filler	0.20	250.00
49,600	yd. mi.	Hauling Gravel	0.08	3,968.00
14,000	yd. mi.	Hauling Cinders	0.08	1,120.00
2,100	yd. mi.	Hauling Filler	0.08	168.00
				$ 9,886.90

Sub-total	$ 44,807.63
10% Engr. & Cont.	4,480.76
Total....................	$ 49,288.39

Length 17.171 miles
Cost per mile $ 2,870.44

State Contract No. 1437:

1,600	cu. yds.	Gravel Sub-grade Stabilizer	$ 0.329	$ 526.40
160	cu. yds.	Truck-hauled Filler	0.20	32.00
3,400	yd. mi.	Hauling Gravel	0.08	272.00
250	yd. mi.	Hauling Filler	0.08	20.00
				$ 850.40

Sub-total	$ 13,703.72
10% Engr. & Cont.	1,370.37
Total......................	$ 15,074.09

Length 4.737 miles
Cost per mile $ 3,182.20

SUMMARY OF FUNDS REQUESTED

Item	Total Cost	Federal Lands Highway Funds			State Funds
		(1932 Funds)	(1933 Funds)	(Total)	
Roadway thru Public Lands	$ 49,288.39	$ 37,977.00	$ 10,875.59	$ 48,852.59	$ 435.80
" " Private Lands	15,074.09	- -	- -	- -	15,074.09
	$ 64,362.48	$ 37,977.00	$ 10,875.59	$ 48,852.59	$15,509.89

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920
State Funds for Maintenance: Chap. 41, laws 1927

October 26, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

Herewith are enclosed six copies of estimate covering the Lake County Line-Sherman Ranch Section, F. L. H. Project No. 1-C. Five blueprint copies of Sheet 2 of the plans are being sent under separate cover. The five bid proposals required will be sent to you tomorrow.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

E. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

Encl.

Oregon State Highway Department

Federal Lands Highway
Project No. 1-G.

LAKE COUNTY LINE-[illegible] RANCH SECTION

ON THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate with surfacing specifications. Not as basis for modified agreement.)

Salem, Oregon, October 26, 1938.

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 3616+53 to 3694+59; 3738+02 to 3840+42;
3874+51 to 3926+06; 3957+35 to A575+91; A632+14
to A674+93; A694+06 to A738+04)

State Contract No. 1311

All Required		Clearing and Grubbing		$ 1,489.18
82,200	cu. yds.	Common Excavation	$ 0.18	14,796.00
14,800	" "	Intermediate Excavation	0.50	7,400.00
9,600	" "	Solid Rock Excavation	0.80	7,680.00
11,000	yd. sta.	Overhaul	0.03	330.00
1,350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	2,025.00
200	" "	24" " " " "	2.00	400.00
70	" "	36" " " " "	4.50	315.00
				$34,435.18

State Contract No. 1331

165	cu. yds.	Gravel Subgrade Stabilizer	$ 0.32	$ 52.80
640	" "	Cinder " "	0.32	204.80
85	" "	Truck-hauled Filler	0.15	12.75
250	yd. mi.	Hauling Gravel	0.08	20.00
2,300	" "	" Cinders	0.08	184.00
140	" "	" Filler	0.08	11.20
				$ 485.55

New Work (Estimated Prices)

7,100	cu. yds.	Gravel Subgrade Stabilizer	$ 0.40	$ 2,840.00
5,500	" "	Cinder " "	0.40	2,200.00
1,250	" "	Filler	0.25	312.50
49,600	yd. mi.	Hauling Gravel	0.10	4,960.00
14,000	" "	Hauling Cinders	0.10	1,400.00
2,100	" "	Hauling Filler	0.10	210.00
				$ 11,922.50
				$ 46,843.23
		10% Engr. & Cont.		4,684.32
				$ 51,527.55

Length 17.171 miles
Cost per mile $3,000.84

(A)

ROADWAY THRU OTHER LANDS (NON-PARTICIPATING)

(Stas. 3694+39 to 3758+02; 3840+42 to 3874+11; 3923+96 to 3967+33; 4573+91 to 4632+14; 4674+93 to 4694+06; 4738+04 to 4765+48.6; 4756+19.3 to 4763+47.4).

State Contract No. 1311

All Required		Clearing and Grubbing	Lump Sum	$ 410.82
27,800	cu. yds.	Common Excavation	0.18	5,004.00
2,200	cu. yds.	Intermediate Excavation	0.50	1,100.00
3,400	" "	Solid Rock Excavation	0.80	2,720.00
2,000	yd. sta.	Overhaul	0.03	60.00
350	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	525.00
130	" "	24" " " " "	2.00	260.00
40	" "	36" " " " "	4.50	180.00
16	cu. yds.	Class "B" Concrete	25.00	400.00
25	M-FBM	Lumber and Timber	55.00	1,375.00
			Total, Grading	$12,034.82

State Contract No. 1331

1,150	cu. yds.	Gravel Sub-grade Stabilizer	0.32	$ 368.00
375	" "	Pit-run Cinders	0.32	120.00
150	" "	Truck-hauled Filler	0.15	22.50
1,450	yd. mi.	Hauling Gravel	0.08	116.00
2,100	yd. mi.	Hauling Cinders	0.08	168.00
300	yd. mi.	Hauling Filler	0.08	24.00
				$ 818.50

New Work (Estimated Prices)

1,600	cu. yds.	Gravel Subgrade Stabilizer	0.40	$ 640.00
160	" "	Truck-hauled Filler	0.25	40.00
3,400	yd. mi.	Hauling Gravel	0.10	340.00
250	" "	" Filler	0.10	25.00
				$ 1,045.00

Sub-total	$ 13,898.32
10% Engr. & Cont.	1,389.83
Total..............	$ 15,288.15

Length	4.737 miles
Cost per mile	$ 3,227.39

Roadway thru Unappropriated and Unreserved Public Lands:

Federal Lands Hwy. Funds Requested:

1932 Allotment	$ 37,977.00
1933 "	13,114.75
State Funds	435.80
	$ 51,527.55

Roadway thru Private Lands

State Funds		$ 15,382.65
	Total, all work	$ 67,[illegible]

3D-1C

November 30, 1932.

Mr. K. D. Lytle,
Division Engineer,
Bend, Oregon.

Dear Sir:

Attached herewith is the copy of your letter to Mr. J. W. Biggs, corrected to conform with the final estimate on contract No. 1311 as checked by this office.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by R. Alvick/GS.
Encl.

10-32
COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
CARL G. WASHBURNE, EUGENE
E. B. ALDRICH, PENDLETON

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

November 29, 1932

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon.

RECEIVED
NOV

Dear Sir: Attention: Mr. S. H. Probert.

Mr. J. W. Biggs of Burns has written this office asking for the yardage moved by Mr. O'Brien on the North Unit of the Lake County Line O'Kerman Ranch Section of the Lakeview-Burns Highway.

A copy of my reply is attached hereto, which I am asking that you check with the final estimate. We have no notification that this estimate has been changed but in order to be sure, I thought it would be well to compare our figures with the final estimate as checked by your office.

In case the estimate has been corrected will you please advise this office so that we can pass the information on to Mr. Biggs.

Yours very truly,

KDLytle

K. D. Lytle,
Division Engineer.

Kdl/c
cc Mr. J. W. Biggs.
cc Mr. R. H. Baldock.

FORM 3-C-1 2792 1000 1-32
COMMISSIONERS
J.C. AINSWORTH, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER
SALEM

3-28-1C

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

November 29, 1932

Mr. R. H. Baldock,
State Highway Engineer
Salem, Oregon.

Dear Sir: Attention: Mr. S. H. Probert.

Mr. J. W. Biggs of Burns has written this office asking for the yardage moved by Mr. O'Brien on the North Unit of the Lake County Line Okerman Ranch Section of the Lakeview-Burns Highway.

A copy of my reply is attached hereto, which I am asking that you check with the final estimate. We have no notification that this estimate has been changed but in order to be sure, I thought it would be well to compare our figures with the final estimate as checked by your office.

In case the estimate has been corrected will you please advise this office so that we can pass the information on to Mr. Biggs.

Yours very truly,

NOTED
State Highway Engineer

K. D. Lytle,
Division Engineer.

RECEIVED
NOV 193
SALEM, OREGON

kdl/e
cc Mr. J. W. Biggs.
cc Mr. R. H. Baldock.

#1311

Harney Co

[illegible]-10

October 14, 1932

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

You are hereby notified that State Highway Contract No. 1311 for the construction of the North Unit - Lake County Line-Okerman Ranch Section of the Lakeview-Burns Highway in Harney County, consisting of 21.91 miles of grading, has been completed by the contractor, Ray L. McNutt, and that final settlement will be made by the State with said contractor for work done under said contract on or after October 24th, 1932.

The State is not advised of any unpaid claims for labor or material, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is served upon you as you appear as surety on the bond furnished by the above contractor. Kindly acknowledge receipt of this letter.

For your information we wish to advise that the total amount paid the above contractor in connection with this contract will be $46,276.46 including the final payment.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Form 39—3165—5M—3-32

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
SEP 30 1932
OREGON
STATE HIGHWAY COMMISSION

Date Sept. 2[illegible], 1932

Job name Valley Falls-Okerman Ranch

Week from Sept. 10 *to* Sept. 24

Mail address Valley Falls, Oregon

Highway Lakeview Burns JLP 1C

Telegraph or telephone address ″

County Lake & Harney *Job prefix* 13 TD

Express and freight address ″

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

950 cu. yds. of cinders placed this week between stations 3926 and 4436. Also 1275 cu. yds. of gravel between stations 4720 and 4763.

Contractor is working in pit .8 miles west of the junction of the Lakeview-Burns and the Central Oregon Highways.

All men employed are residents of Oregon.

RECEIVED
SEP 30 1932
DEPT [illegible]
CONSTRUC[illegible] ENGINEER

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Warm	Warm
Monday	″	″
Tuesday	″	″
Wednesday	″	″
Thursday	″	″
Friday	″	″
Saturday	″	″

Signed John T. Burch

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project ....

Miles completed ....

Miles completed except finishing ....

Total cubic yards in project ....

Cubic yards moved to date ....

Miles covered by contractor's forces ....

Miles cross-sectioned ....

Miles cross-sections completed and checked ....

Miles to be measured ....

Number men in Engineering Party ....

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about ....

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 45

Miles completed 44

Miles partially done 45

Total cubic yards in project 42000

Cubic yards produced to date 42179

Average daily yardage produced this week 307

Average daily yardage necessary to complete on time 304

Contractor's average force for week 18 *men,*

1 *teams,* 6 *trucks*

1-shovel 2-blades 1-cat

Project will be completed about Sept. 30, 1932

Number of men in Engineering Party 3

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* .... *Percentage* ....
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.______

POST OFFICE BUILDING
PORTLAND, OREG.

August 18, 1932

RECEIVED
AUG 19 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to the voucher for Oregon Federal Lands Highway Project No. 1-C, submitted in the amount of $12,016.83.

The quantities shown on the voucher for "Common Excavation," "Intermediate Excavation," "Solid Rock Excavation," and "Overhaul" do not check the Federal Aid quantities shown on Monthly Estimate No. 9, covering the work done to May 28, 1932. It occurs to us that the voucher may be based upon the final estimate to the contractor, which we have not yet received.

As the difference is small, the voucher is being recommended for payment in the amount claimed. If the quantities shown are in error, please make corrections when submitting the next voucher. If they are correct, they should be supported by an estimate to the contractor.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

I 28-1 C

August 18, 1932

Messrs. Foley & Hodler
Attorneys at Law
Voegtly Building
Burns, Oregon

Gentlemen:

Attention Mr. Chas. B. Foley

Reference is made to your letter of August 16 requesting the name of the surety on the bond furnished by Knute Lien in connection with the contract awarded him for the construction of the Valley Falls-Okerman Ranch section of the Lakeview-Burns Highway in Lake and Harney Counties.

The contract to which you refer is No. 1331. the bond was written by the United States Fidelity and Guaranty Company for whom C. O. Price is local agent, with offices in the Porter Building, Portland, Oregon.

We have no knowledge of a Mr. J. J. Fuller in connection with this contract but presume he is a subcontractor. Our dealings are entirely with Mr. Lien whom we hold responsible for the satisfactory completion of the project and settlement of all claims in connection therewith.

Very truly yours

STATE HIGHWAY COMMISSION

Secretary

HBG:jn

CHARLES B. FOLEY

A. M. HODLER

LAW OFFICES OF
FOLEY & HODLER
VOEGTLY BUILDING
BURNS, OREGON

Aug.16,1932.

RECEIVED
AUG 17 1932
OREGON
STATE HIGHWAY COMMISSION

State Highway Commission,

Salem,Ore.

Gentlemen:

Will you be so kind as to inform me as to the name and address of the surety company which is surety on the bond or bonds of Knute Lein and/or J.J.Fuller in connection with his or their contract or contracts for construction or surfacing work on the Lakeview-Burns Highway known as Yellowstone Cut-Off?

These contractors are somewhat tardy in the payment of some local grocery and lumber bills and we may wish to take the matters up with the surety company.

Thanking you in advance for your kindness and courtesy,I am,

Very truly yours,

Chas. B. Foley

ANSWERED
H. B. G.

#1331

1C

August 12, 1932

K. D. Lytle, Division Engineer
Oregon State Highway Commission
Bend, Oregon

Dear Sir:

Please be advised that the time limit on the Knute Lien contract No. 1331, Valley Falls - Okerman Ranch section, expired on July 31st. Please advise the contractor to make application for further extension of time on this contract and forward us your recommendations.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

JM:RWB

#1311

Harney Co

August 4, 1932

Aetna Casualty & Surety Company,
Bates, Lively & Pearson, Agents,
Yeon Building,
Portland, Oregon.

Gentlemen:

Please be advised that it is the intention of the State Highway Commission to make semi-final payment to Earl L. McNutt on contract No. 1311 for the construction of the North Unit - Lake County Line-Clearman Ranch Section of the Lakeview-Burns Highway in Harney County. Thispaymeny will be made on or after August 13th, 1932.

Kindly acknowledge receipt of this letter.

Very truly yours,

STATE HIGHWAY COMMISSION,

By

Secretary.

J. McF.

Form 39—3165—5M—2-32.

O GON TATE HIGHWAY DEPART NT

FIELD ENGINEER'S WEEKLY REPORT

Date July 25, 1932. , *193*

Job name Lake County Line- Okerman Ranch. (North Unit)

Highway Lakeview- Burns 1C

County Harney *Job prefix* 13TC

Week from July 16 *to* July 23

Mail address Valley Falls, Oregon

Telegraph or telephone address " "

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

Grading completed May 28.

Final estimate completed on this date.

RECEIVED
JUL 26 1932
CONS [illegible]

Day of Week	WEATHER CONDITIONS	
	A. M.	P. M.
Sunday	Warm	Warm
Monday	"	"
Tuesday . . .	"	"
Wednesday . .	"	"
Thursday . . .	"	"
Friday	"	"
Saturday . . .	"	"

Signed John T. Burch

Title Resident Engineer

GRADING CONSTRUCTION

Total miles of grading in project 21.[illegible]

Miles completed All

Miles completed except finishing All

Total cubic yards in project 145000.

Cubic yards moved to date 145000.

Miles covered by contractor's forces All

Miles cross-sectioned All

Miles cross-sections completed and checked All

Miles to be measured None

Number men in Engineering Party 3

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work [illegible]*s completed a*[illegible] May 28,1932.

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project ....

Miles completed ....

Miles partially done ....

Total cubic yards in project ....

Cubic yards produced to date ....

Average daily yardage produced this week ....

Average daily yardage necessary to complete on time ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about ....

Number of men in Engineering Party ....

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

DO NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed ....

Miles of preliminary staked ....

Miles of location staked ....

Per cent of field work complete ....

Per cent of office work complete ....

Number of days worked on this project ....

Number of men in party ....

Salary expense this week ....

All other expense this week ....

Previous total expenditure this survey ....

Total expenditure including this week ....

Survey will be completed about ....

Completed survey will cost about ....

Per mile cost of survey will be about ....

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project ....

Miles paving completed ....

Total square yards in project ....

Square yards completed to date ....

Average daily square yards this week ....

Miles shoulders completed both sides ....

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about ....

Number of men in Engineering Party ....

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 13TC *Percentage* 50
2. .... *Percentage* ....
3. .... *Percentage* ....
4. .... *Percentage* ....

#1331
D
a ofc & Atty

3LP-1C

June 30, 1932

C. O. Price, Manager
United States Fidelity & Guaranty Co.
1208 Porter Building
Portland, Oregon

Dear Sir:

For your information we are forwarding copy of claim filed by Thos. Scheck for labor, car hire and expenses furnished Mr. J. J. Fuller, subcontractor under Knute Lien for work under State Highway Contract No. 1331, 30.0 miles of surfacing on the Valley Falls-Oberman Ranch section of the Lakeview-Burns Highway, which claim is in the sum of $52.80.

This information is furnished you inasmuch as your company appears as surety on the bond furnished in connection with this contract.

Yours very truly

STATE HIGHWAY COMMISSION

Secretary

jn
c.c. Mr. Knute Lien
659 Andover Place
Portland, Oregon

Secretary of State

C. N. Laughridge
Deputy Secretary

STATE OF OREGON
Department of State
Salem

RECEIVED
JUN [illegible] 1932
OREGON
STATE HIGHWAY COMMISSION

June 22, 1932

Oregon State Highway Commission
State Office Building

Gentlemen: Attention Mr. H. B. Glaisyer, Secretary

This is to advise that we received and filed as of this date, a bill by Thos. Schock for labor, car hire and expenses furnished in the sum of $52.80 against J. J. Fuller, subcontractor under Knute Lien for work on the Yellowstone cutoff.

We are enclosing a copy of this bill and a copy of Mr. Thos. Schock's letter for your information and files, together with two additional copies, one of which may be forwarded if desired, to the principal in the bond covering the contract and one to the surety.

Kindly acknowledge receipt of the copies and oblige

Yours very truly,

Hal E Hoss

Secretary of State.

HM

COPY

Burns

June 20 - 32

Mr. H. Hoss, Secretary State

Salem

Dear Sir:

You will find inclosed two bills and I mailed a copy to the Labor Bureau but they said that they could not collect for car hire & money I paid out for expenses so they have copy of bill for labor so I will send you a copy for labor and car hire & sash advanced for Mr. J. J. Fuller a sub contractor undr Mr. Knute Lien on the Yellow Stone cut-off.

Please advise me & protect me and this bill Joe Fuller hired me to go and and see where he could get some horses to work on the Highway & I went to Paisley & Silver Lake & Fort Rock. I used by own car & paid my own expenses. This is the bill & time spent with twelve days an the job besides I am badly in need of this money.

Yours Resp.

Thos. Schock

Burns, Oregon

COPY

J. J. FULLER Subcontractor under K. Lien

DR. TO

THOS. SCHOCK

- -

For Labor on the Yellowstone Cut-off.

April 5	1 day @ $3.20		$3.20	
" 6	1 day @ $3.20		3.20	
" 7	" " " "		3.20	
" 12	" " " "		3.20	
" 13	" " "" "		3.20	
" 14	" " " "		3.20	
" 15	½ " " "		1.60	
" 16	½ " " "	Moving Camp	1.60	
" 17	" " " "		3.20	
" 18	" " " "		3.20	
" 19	" " " "		3.20	
" 20	" " " "		3.20	
" 21	" " " "		3.20	
" 22	" " " "		3.20	
" 23	" " " "		3.20	
" 24	" " " "	Sunday		3.20
" 25	½ " " "		1.60	
" 26	½ " " "		1.60	
" 27	1 " " "		3.20	
Total			$54.40	
Board - 15 days @ $1.00			15.00	
			$39.40	
Hospitipal	2.00		5.20	
		Total	$34.20	

- -

* * * * * * * *

J. J. FULLER Subcontractor under K. Lien

DR. TO

THOS. SCHOCK

- -

For car service and expense on Yellowstone Cut-off.

April 5	use of car one day	$1.00
	gas and oil at Burns	1.75
	meals and gas Paisley	1.50
April 6	Bed and meals at Silver Lake	2.00
	Use of car one day	1.00
	Gas and Oil, storage	2.00
April 7	Bed and Meals	2.00
	Use of Car	1.00
	Storage, car and oil	.50
	Telephone	.90
	Three Alimite valves	.45
April 16	Use of car for half day	.50
April 18	" " " " one day	1.00
April 19	" " " " " "	1.00
TOTAL		$18.60

- -

Endorsed: File No. 2055
Filed June 22, 1932
HAL E. HOSS,
Secretary of State.

Oregon Federal Lands Highway Project
No. 1, Section C.

A4pr 11579

MODIFICATION OF PROJECT AGREEMENT

WHEREAS, by that certain project agreement signed on October 13, 1931, by the State Highway Commission of Oregon, and on January 18, 1932, by the Acting Secretary of Agriculture, the said parties entered into an agreement for the improvement of that certain road described therein and designated as Oregon Federal Lands Highway Project No. 1, Section C; and

WHEREAS, the said State Highway Commission has requested approval of a revision of the plans, specifications and estimate approved for said Section C to provide for placing subgrade reinforcement on these portions thereof between survey stations 4016+00 and 4025+00, stations 4066+00 and 4071+00, stations 4098+00 and 4110+00, stations 4179+00 and 4190+00, stations 4422+00 and 4438+00, and stations 4733+00 and 4738+04, an aggregate distance of 1.098 miles; and by reason thereof has requested that the estimate of cost approved for said Section C be increased from $37,878.69 to $38,412.78, and that the Federal Lands Highway Funds approved and set aside to the credit of said Section C be increased from $37,878.69 to $37,977.00;

NOW, THEREFORE, It is hereby mutually agreed by and between the said State Highway Commission of Oregon and the Secretary of Agriculture that the plans, specifications and estimate approved for said Section C be revised in the manner above indicated, and that the said project agreement be amended as follows:

The third "Whereas" paragraph shall read:

> "Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications and estimates and the sum of thirty-seven thousand, nine hundred seventy-seven and 00/100 dollars ($37,977.00) as the share of the United States payable under said act on account of Section C of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof."

Clause (c) of Article I shall read:

> "(c) Funds to the extent of $37,977.00 will be made available from the appropriation made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.) for carrying out the provisions of act approved June 24, 1930 (46 Stat. 805)."

Article IV shall read:

> "Article IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of Section C of said project shall not in any event exceed the sum of thirty-seven thousand, nine hundred seventy-seven and 00/100 dollars ($37,977.00), certified to the Secretary of the Treasury as above mentioned, which does not exceed the authorized Federal pro rata share of thirty-eight thousand, four hundred twelve and 78/100 dollars ($38,412.78), the approved total estimated cost of Section C of said project."

Except as herein specifically provided the said project agreement shall remain in full force and effect.

Showing of authority of the Highway Department to execute project agreements will be found in the agreement for Federal Aid Project No. 112.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the State Highway Commission of Oregon on the 9th day of June, 1932, and the Secretary of Agriculture on the 21st day of June, 1932.

STATE HIGHWAY COMMISSION OF OREGON

By: L M Scott
Chairman, State Highway Commission

By
Member, State Highway Commission

By Carl Washburne
Member, State Highway Commission

CWS R. W. Dunlap
Acting Secretary of Agriculture

Oregon Federal Lands Highway Project No. 1, Section C.

Form PR. 8—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(*Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.*)

To

The Secretary of the Treasury, and

The State Highway Department of the State of Oregon

Pursuant to the acts above cited, I hereby certify—

First. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a highway designated in the records of this Department ~~as~~ Federal Lands Highway Project No. 1, Section C, State of Oregon

Second. That in accordance with said provisions I have approved the sum of $38,412.78 in lieu of the $37,878.69 approved by Certificate of January 18, 1932, as the total estimated cost of said project, and the sum of $ 37,977.00/ as the share of the United States, payable under said acts on account of such project, which does not exceed the authorized Federal pro rata share of said total estimated cost.

Done at the city of Washington, this 21st day of June one thousand nine hundred and Thirty-two

R. W. Dunlap
Acting *Secretary of Agriculture.*

U. S. GOVERNMENT PRINTING OFFICE: 1931 8—4829

FLP-1C

June 13, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In accord with the statement made by Mr. Caufield, by telephone, that the signing of project agreement papers by two members of the Highway Commission complied with the requirements of your office, we are returning herewith the original and duplicate copies of modified agreement for Oregon Federal Lands Highway Project 1-C. These papers were returned to this office for the reason that the triplicate copy had been signed by all Members of the Commission, while these copies contained the signatures of only two of them.

As the regulations of this Department require that papers of this nature be signed only by the majority of the Commission, we believe that it is desirable to forward these documents, as signed, to Washington for execution, rather than to hold them up for the period of time necessary to get the original and duplicate copies signed in the same manner that the triplicate copy was signed.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ______

POST OFFICE BUILDING
PORTLAND, OREG.

June 11, 1932

RECEIVED
JUN 13 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning herewith the original and duplicate copy of modified project agreement for Oregon Federal Lands Highway Project No. 1-C for signature of Mr. Aldrich. The triplicate copy of this document was completely signed, and we are holding it here. Will you kindly have the enclosed signed promptly and returned in order that they may be forwarded to Washington for execution. These papers are among those received today with your June 10th letter.

Very truly yours,

W H Lynch
W. H. LYNCH
District Engineer.

Encls.

1LP-1c

June 10, 1932.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are returning herewith three signed copies of modified agreement for each of the following projects:

Project No. 1-A - Valley Falls-Pike Ranch
" " 1-B - Pike Ranch-Harney County Line
" " 1-D - Lake County Line-Chewaucan Ranch

With reference to the statement contained in your letter, transmitting the papers for Project No. 1-A, that it would be necessary to provide copies of a supplemental agreement covering the proposed additional work on the above project for the reason that the cost of the proposed work is greater than fifty per centof the original contract, please be advised that the supplemental agreement has been sent to the contractor for signature and copies of it will be forwarded to you as soon as it has been received by this office.

For the reason that the contractor has signified his willingness to sign the agreement, and we do not anticipate any trouble in that respect, we are forwarding the modification papers to you at this time, thinking that by so doing, the execution of them may be expedited.

Very truly yours,

R. H. BALDOCK,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/KR.

encl.

FORM 5-G-1 8768 800 4-32

COMMISSIONERS
LESLIE M. SCOTT, CHAIRMAN, PORTLAND
E. B. ALDRICH, PENDLETON
CARL G. WASHBURNE, EUGENE

H. B. GLAISYER, SECRETARY

R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM

OREGON STATE HIGHWAY COMMISSION
OFFICE OF K. D. LYTLE, DIVISION ENGINEER
BEND, OREGON

IN REPLY PLEASE
REFER TO FILE NO.

11 R

Bend, Oregon.
June 7, 1932

RECEIVED
JUN 8 - 1932
OREGON STATE HIGHWAY COMMISSION

Mr. Knute Lein,
659 Andover Place,
Portland, Oregon.

Dear Sir:

Attached please find price agreement covering the increase in quantities on the Valley Falls-Okerman Ranch Section of the Lake-View-Burns Highway.

It is not possible to tell definately, at this time, what the increase will be, but our tentative figures indicate that the amount of the job will be increased about 55 %. We will have a better idea as to this as soon as our grading is completed.

The contract provides that we cannot increase the work over 50% without your consent and that is the reason we are asking you to sign this agreement.

Yours very truly,

K. D. Lytle

K. D. Lytle w.
Division Engineer.

KDL:E
Enclosures.
cc S. H. Probert.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No. ________

POST OFFICE BUILDING
PORTLAND, OREG.

June 6, 1932

RECEIVED
JUN 7 1932
OREGON
STATE HIGHWAY COMMISSION

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith for signature and return to this office are three copies of modification of agreement for Oregon Federal Lands Highway Project No. 1-C. These documents should be signed and returned as soon as possible in order that they may be executed by the Secretary of Agriculture prior to July 1, to prevent any of the funds involved from lapsing.

Approval for this project has been made subject to the comments in our letter of this date for Oregon Federal Lands Highway Project No. 1-A, regarding increased quantities.

We are also enclosing one copy of the agreement estimate which was used as the basis of the modification, and one copy of specifications.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encls.

F-21685—5M—5-31

SLP-1

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

RECEIVED
APR 27 1932
OREGON
STATE HIGHWAY COMMISSION

Date April 23 1932

Job name Valley Falls - [illegible] Ranch Section

Highway Lakeview - Burns 4 L P

County Lake

Job prefix [illegible]

Week from April 16 to April 23

Mail address Valley Falls, Oregon

Telegraph or telephone address "

Express and freight address

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

[illegible] April 18, and [illegible] Station 550.

Surfacing started on Apr. 21, proceeding North from [illegible].

Three [illegible] Material loaded with teams. 820 yards [illegible] this week.

[illegible] on April 30.

RECEIVED
APR 28 1932
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
MAY 3 1932
OFFICE OF
MAINTENANCE ENGINEER

(See back of this sheet for instructions and detailed information)

Signed John T. B[illegible]

Title [illegible]

GRADING CONSTRUCTION

Total miles of grading in project

Miles completed

Miles completed except finishing

Total cubic yards in project

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party

Contractor's average force for week .... men,

.... teams, ... steam shovels

Grading work will be completed about

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project 30.

Miles completed [illegible]

Miles partially done 1

Total cubic yards in project 31000.

Cubic yards produced to date 850.

Average daily yardage produced this week 273.

Average daily yardage necessary to complete on time 304

Contractor's average force for week [illegible] men,

3 teams, 3 trucks

Project will be completed about [illegible]

Number of men in Engineering Party 2

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineer or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... men,

.... teams, ... trucks

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. This job .... Percentage 25
2. .... Percentage
3. .... Percentage
4. .... Percentage

FLHP 1-C

Oregon State Highway Commission | Federal Lands Highway Project 1-C

LAKE COUNTY LINE-OKERMAN RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for modified agreement. Based on low bid prices).

Salem, Oregon, May 24, 1932.

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and Cinder Surfacing:
(Stas. 4016+00 to 4025+00; 4066+00 to 4071+00; 4098+00 to 4110+00; 4179+00 to 4190+00; 4422 to 4438+00).

All Required		Clearing and Grubbing	Lump sum	$ 87.12
4,800	cu. yds.	Common Excavation	$ 0.18	864.00
850	" "	Intermediate Excavation	0.50	425.00
550	" "	Solid Rock Excavation	0.80	440.00
650	yd. sta.	Overhaul	0.03	19.50
80	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	120.00
30	lin. ft.	24" " " " "	2.00	60.00
			Sub-total, Grading	$ 2,015.62
640	cu. yds.	Cinder Sub-grade Stabilizer	0.32	204.80
65	cu. yds.	Truck-hauled Filler	0.15	9.75
2,300	yd. mi.	Hauling Cinders	0.08	184.00
110	yd. mi.	Hauling Filler	0.08	8.80
			Sub-total, Surfacing	$ 407.35
				$ 2,422.97
			10% Engr. & Cont.	242.29
			Total, Type I Roadway	$ 2,665.26

Length of Type I Roadway 1.003 miles
Cost per mile $2,657.28

Type II Roadway, Grading and 12 foot Surfacing (Sta. 4733+00 to 4738+04).

All Required		Clearing and Grubbing	Lump Sum	$ 8.19
400	cu. yds.	Common Excavation	0.18	72.00
50	" "	Intermediate Excavation	0.50	25.00
50	" "	Solid Rock Excavation	0.80	40.00
50	yd. sta.	Overhaul	0.03	1.50
30	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	45.00
20	" "	24" " " " "	2.00	40.00
			Sub-total, Grading	$ 231.69

165	cu. yds.	Gravel Subgrade Stabilizer	$0.32	$ 52.80
20	" "	Truck-hauled Filler	0.15	3.00
250	yd. mi.	Hauling Gravel	0.08	20.00
30	yd. mi.	Hauling Filler	0.08	2.40
			Sub-total, Surfacing	$ 78.20
				$309.88
			10% Engr. & Cont.	30.99
			Total, Type II Roadway	$340.87

Length of Type II Roadway 0.095 miles
Cost per mile $3,588.19

Type III Roadway, Grading
(Stas. 3616+53 to 3694+59; 3758+02 to 3840+42; 3874+11 to 3925+96; 3967+35 to 4016+00; 4026+00 to 4066+00; 4071+00 to 4098+00; 4110+00 to 4179+00; 4190+00 to 4422+00; 4438+00 to 4575+91; 4632+14 to 4674+93; 4694+06 to 4738+04).

All Required		Clearing and Grubbing	Lump sum	$1,393.87
77,000	cu. yds.	Common Excavation	$ 0.18	13,860.00
13,900	cu. yds.	Intermediate Excavation	0.50	6,950.00
9,000	cu. yds.	Solid Rock Excavation	0.80	7,200.00
10,300	yd. sta.	Overhaul	0.03	309.00
1,240	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	1,860.00
150	lin. ft.	24" " " " "	2.00	300.00
70	lin. ft.	36" " " " "	4.50	315.00
				$32,187.87
			10% Engr. & Cont.	3,218.78
			Total, Type III Rdwy.	$ 35,406.65

Length of Type III Roadway, 16.073 miles
Cost per mile $ 2,202.86

ROADWAY THRU OTHER LANDS (NON-PARTICIPATING)

(Stas. 3694+59 to 3758+02; 3840+42 to 3874+11; 3925+96 to 3967+35; 4575+91 to 4632+14; 4674+93 to 4694+06; 4738+04 to 4765+48.6; 4756+19.3 to 4763+47.4).

Grading

All Required		Clearing and Grubbing	Lump Sum	$ 410.82
27,800	cu. yds.	Common Excavation	0.18	5,004.00
2,200	cu. yds.	Intermediate Excavation	0.50	1,100.00

3,400	cu. yds.	Solid Rock Excavation	$ 0.80	$2,720.00
2,000	yd. sta.	Overhaul	0.03	60.00
390	lin. ft.	18" Corr. Galv. Iron Pipe	1.50	585.00
130	lin. ft.	24" " " " "	2.00	260.00
40	lin. ft.	36" " " " "	4.50	180.00
16	cu. yds.	Class "[illegible]" Concrete	25.00	400.00
25	M-FBM	Lumber and Timber	55.00	1,375.00
		Total, Grading		$ 12,034.82

Surfacing

1,150	cu. yds.	Gravel Sub-grade Stabilizer	0.32	$ 368.00
375	cu. yds.	Pit-run Cinders	0.32	120.00
150	cu. yds.	Truck-hauled Filler	0.15	22.50
1,450	yd. mi.	Hauling Gravel	0.08	116.00
2,100	yd. mi.	Hauling Cinders	0.08	168.00
300	yd. mi.	Hauling Filler	0.08	24.00
		Total, Surfacing		$ 818.50
				$ 12,853.32
		10% Engr. & Cont.		1,285.33
		Total, Non-participating		$ 14,138.65

Length Non-participating Roadway 4.737 miles

SUMMARY

Item	Total Cost	Federal Funds	State Funds
Roadway Thru Unappropriated and Unreserved Federal Lands			
Type I	$ 2,665.26	$ 2,600.00	$ 65.26
Type II	340.87	330.00	10.87
Type III	35,406.65	35,047.00	359.65
Roadway Thru Other Lands	14,138.65	- -	14,138.65
	$ 52,551.43	$ 37,977.00	$ 14,574.43

Oregon State Highway Commission   Federal Lands Highway Project No. 1-C

LAKE COUNTY LINE-[illegible] RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate with specifications. Not as basis for modified agreement.)

Salem, Oregon, March 10, 1932

ROADWAY THRU UNAPPROPRIATED AND UNRESERVED FEDERAL LANDS

Type I Roadway, Grading and Cinder Surfacing:

(Stas. 4016+00 to 4025+00, 4066+00 to 4071+00, 4098+00 to 4110+00, 4179+00 to 4190+00, 4432+00 to 4438+00).

All Required	Clearing and Grubbing		$ 70.60
3,700 cu. yds.	Common Excavation	$ 0.18	666.00
700 "	Intermediate Excavation	0.50	350.00
400 "	Solid Rock Excavation	0.80	320.00
500 yd. sta.	Overhaul	0.03	15.00
60 lin. ft.	18" Corr. Galv. Iron Pipe	1.50	90.00
10 "	24" " " " "	2.00	20.00
10 "	36" " " " "	4.50	45.00
		Total, Grading	$1,576.60
630 cu. yds.	Pit-run Cinders	0.45	$ 283.50
2,500 yd. mi.	Hauling Cinders	0.09	225.00
		Total, Surfacing	$ 508.50
			2,085.10
		10% Engr. & Cont.	208.51
		Total, Type I Rdwy.	$2,293.61

Length of Type I Roadway   0.814 miles
Cost per mile $ 2,817.70

Type II Roadway, Grading and 12 ft. Surfacing

(Stas. 4733+00 to 4738+04)

All Required	Clearing and Grubbing		$ 8.32
400 cu. yds.	Common Excavation	$ 0.18	72.00
100 cu. yds.	Intermediate Excavation	0.50	50.00
50 cu. yds.	Solid Rock Excavation	0.80	40.00
60 yd. stas.	Overhaul	0.03	1.80
10 lin. ft.	18" Corr. Galv. Iron Pipe	1.50	15.00
		Total, Grading	$ 187.12

90 cu. yds.	Pit-run Gravel	$ 0.45	$ 40.50
10 "	Truck-hauled Filler	0.25	2.50
200 yd. mi.	Hauling Gravel	0.13	26.00
20 " "	Hauling Filler	0.13	2.60
	Total, Surfacing		$ 71.60
			$ 258.72
	10% Engr. & Cont.		25.87
	Total, Type II Roadway		$ 284.59

Length of Type II Roadway .096 miles
Cost per mile $ 2,964.47

Type III Roadway, Grading:
(Stas. 3616+53 to 3694+59, 3758+02 to 3840+42, 3874+11 to 3925+96, 3967+35 to 4016+00, 4025+00 to 4066+00, 4071+00 to 4098+00, 4110+00 to 4179+00, 4190+00 to 4432+00, 4438+00 to 4575+91, 4632+14 to 4674+93, 4694+06 to 4733+00).

All Required	Clearing and Grubbing		$1,410.26
78,100 cu. yds.	Common Excavation	$ 0.18	14,058.00
14,000 "	Intermediate Excavation	0.50	7,000.00
9,150 "	Solid Rock Excavation	0.80	7,320.00
10,440 yd. sta.	Overhaul	0.03	313.20
1,280 lin. ft.	18" Corr. Galv. Iron Pipe	1.50	1,920.00
190 "	24" " " " "	2.00	380.00
60 "	36" " " " "	4.50	270.00
			$32,671.46
	10% Engr. & Cont.		3,267.14
	Total, Type III Rdwy.		$ 35,938.60

Length of Type III Roadway, 16.261 miles
Cost per mile, $ 2,210.11

ROADWAY THRU OTHER LANDS

11
(Stas. 3694+59 to 3758+02, 3840+42 to 3874+00, 3925+96 to 3967+35, 4575+91 to 4632+14, 4674+93 to 4694+06, 4738+04 to 4765+48.6, 4756+19.3 to 4763+47.4)

Grading

All Required	Clearing and Grubbing		$ 410.82
27,800 cu. yds.	Common Excavation	$0.18	5,004.00
2,200 "	Intermediate Excavation	0.50	1,100.00
3,400 "	Solid Rock Excavation	0.80	2,720.00
2,000 yd. sta.	Overhaul	0.03	60.00

350 lin. ft.	18" Corr. Galv. Iron Pipe	$ 1.50	$ 525.00
130 "	24" " " " "	2.00	260.00
40 "	36" " " " "	4.50	180.00
16 cu. yds.	Class "B" Concrete	25.00	400.00
25 M-FBM	Lumber and Timber	55.00	1,375.00
			$ 12,034.82

Cinder Surfacing

370 cu. yds.	Pit-run Cinders	0.45	$ 166.50
1,500 yd. mi.	Hauling Cinders	0.09	135.00
			$ 301.50
			$ 12,336.32
		10% Engr. & Cont.	1,233.63
			$ 13,569.95

Length - 4.737 miles

Federal Funds Requested:

Type I Roadway- - - - - -	$ 2,293.61
Type 11 Roadway- - - - - -	284.59
Type III Roadway- - - - -	35,938.60
	$ 38,516.80
State Funds Available- - - - - - - - - - - - - - -	13,569.95
	$ 52,086.75

RECEIVED
MAR [illegible] 1932

FLP 1-C

UNITED STATES DEPARTMENT OF AGRICULTURE,
BUREAU OF PUBLIC ROADS,
DISTRICT No. 1.

IN YOUR REPLY PLEASE
REFER TO FILE No. ......

POST OFFICE BUILDING,
PORTLAND, OREG.

March 17, 1932

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Plans, specifications and estimate for Oregon Federal Lands Highway Project No. 1-C, Surfacing Lake County Line - Okerman Ranch Section of Lakeview Burns Highway, were recommended for approval on March 12, 1932.

You are hereby authorized to claim payment for all work done subsequent to this date of this recommendation provided, however, that this authorization is given subject to such changes being made in the plans and specifications as may be required by the Chief Engineer; and also that no payment on such work done prior to the execution of the project agreement will be made until, and unless, the agreement is executed.

Very truly yours,

W. H. LYNCH
District Engineer

By J A Elliott
J. A. Elliott
Sr. Highway Engineer.

A4pr 11579

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OCT 9 1931
STATE OF OREGON
HIGHWAY COMMISSION

Form P. R. 2

State Oregon

F.L.H. Project No. 1, Section C.

PROJECT AGREEMENT

UNDER

THE FEDERAL AID ROAD ACT

APPROVED JULY 11, 1916

THE FEDERAL HIGHWAY ACT

APPROVED NOVEMBER 9, 1921

AND

AMENDATORY AND SUPPLEMENTARY ACTS

UNITED STATES DEPARTMENT OF AGRICULTURE

WASHINGTON
GOVERNMENT PRINTING OF
1926

8—5518

Form P. R. 2

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OCT 9 1931
OREGON
STATE HIGHWAY COMMISSION

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 13th day of October, 1931 by and between the State Highway Commission of Oregon, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Secretary of Agriculture, hereinafter called the Secretary, under and pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), entitled "An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes," and of the act approved November 9, 1921 (42 Stat., 212), entitled "An Act to amend the Act entitled 'An Act to provide that the United States shall aid the States in the construction of rural post roads, and for other purposes,' approved July 11, 1916, as amended and supplemented, and for other purposes," and acts amendatory thereof or supplementary thereto; including particularly the amendatory Act of June 24, 1930 (46 Stat. 805);

Whereas the Highway Department of said State submitted on the 23rd day of January, 1931, a project statement, which was approved by the Secretary on the 28th day of February, 1931, for the proposed construction of a project consisting of the road hereinafter described; and

Whereas the Highway Department has, in accordance with the rules and regulations promulgated by the Secretary, furnished for said project surveys, plans, specifications, and estimates recommended for approval by the United States District Engineer on the 31st day of July 1931, and approved by the Secretary on the 18th day of January, 1932; and

Whereas the Secretary has certified to the Secretary of the Treasury such approval of said surveys, plans, specifications, and estimates, and the sum of thirty-seven thousand, eight hundred seventy-eight and 69/100 dollars ($37,878.69) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Secretary do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department in the construction of said project have been made available in the following manner, to wit:

*(a) By the State Chap. 175, Laws of 1917; Chap.31, Laws of 1920.
(Include amount, date, and citation of act of legislature by which authorized)

*(b) By the count ---------- of ----------
(Include amount, date, and citation of statute by which authorized, and whether derived from tax levy or bond issue)

such funds having been placed under the direct control of the Highway Department by ----------
(State how placed under direct control of Highway Department)

*(c) Funds to the extent of $37,878.69 will be made available from the appropriation made by the Act of December 20, 1930 (Public No. 550 - 71st Cong.), for carrying out provisions of act approved June 24, 1930 (46 Stat. 805).

ROAD EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following road and/or bridge and approaches as described in detail in said surveys, plans, and specifications:

Between survey station 3616+53 in the east ½ of Sec.19, T.26 S., R.25 E., W.M., and survey station 4765+48.6 in the south ½ of Sec.29,T.23 S., R.27 E., W.M., at a junction with Federal Aid Highway System Route No. 21 (excepting therefrom those portions between stas. 3694+59 and 3758+02, stas. 3840+42 and 3874+21, stas. 3925+96 and 3967+35, stas. 4575+91 and 4632+14, stas. 4674+93 and 4694+06, stas. 4738+04 and 4765+48.6, and stas. 4756+19.3 and 4763+47.4, respectively), terminal points, a distance of 17.171 miles, known locally as the Lake County Line-Okerman Ranch Section of the Lakeview-Burns Highway, between Valley Falls and Riley, Harney County, being Oregon Federal Lands Highway Project No. 1, Section C.

BUREAU OF PUBLIC ROADS
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CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Secretary or his agents, and in accordance with the laws of said State, the rules and regulations of the Secretary, and the following conditions:

---

* Strike out if not appropriate.

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account or by convict labor shall be approved by the Secretary or his authorized representatives. Such construction work as may be performed by force account or by convict labor shall be paid for on the basis of the units of work performed at the unit prices set forth in the estimate as approved by the Secretary, except that where the total actual cost is ascertained to be less than the estimate so approved the total Federal payments shall not exceed the Federal pro rata share of such total actual cost.

(b) The Highway Department hereby agrees that, when deemed necessary by the Secretary, it will use every means at its command to place, or to have placed, upon the road embraced in this project, such surfacing as will adequately meet the existing and probable future traffic needs and conditions thereon.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the construction of said project shall not in any event exceed the sum of thirty-seven thousand, eight hundred seventy-eight and 69/100 dollars ($37,878.69), certified to the Secretary of the Treasury as above mentioned, which is ~~does not exceed the authorized Federal payment~~

do~~llars ($..................), t~~he approved total estimated cost of said project.

PAYMENTS

~~ARTICLE V. Whenever and as soon as the Secretary shall find that said project has been constructed in compliance with the requirements of Article III hereof, he shall draw on the Secretary of the Treasury a warrant for the payment of said certified sum, or so much thereof as may be due under the terms hereof, to~~

~~(Official or depository)~~

~~hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of~~

~~(Name)~~

(Strike out if not appropriate.)

STRICKEN OUT

ARTICLE V. As the construction of said project progresses the Secretary shall from time to time draw warrants on the Secretary of the Treasury for the payment to

the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not together with previous payments exceed the United States pro rata share, as above specified, of the value, as determined by the Secretary after inspection and approval, of the labor and materials which have actually been put into said construction work in compliance with the requirements of Article III hereof. (Strike out if not appropriate.)

~~In no event shall payment or payments made by the United States on account of said project exceed the legal limitation upon such payments provided, exclusive of bridges of [illegible]~~

The Secretary reserves the right to withhold such sum as he may deem necessary to insure completion of construction in compliance with said plans and specifications.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said acts of July 11, 1916, and November 9, 1921, out of funds which have been or will be made available therefor by said State ~~in the manner~~ herein[illegible] Chap. 41, Laws of 1927.

(Include reference to statute authorizing funds and probable amount annually available)

BUREAU OF PUBLIC ROADS
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[illegible] 9 1932

The Highway Department will [illegible] every means within its power to insure proper and permanent maintenance of said project, and to that [illegible]d will provide for the constant making of needed repairs to preserve a smooth-surfaced highway.

ARTICLE VI. The said project will be maintained in compliance with the acts of July 11, 1916, or November 9, 1921, as follows:

~~*(a) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State. The supervision of such maintenance shall be under the direct control of the Highway Department. Funds for such maintenance have been or will be made available for expenditure under the direct control of the Highway Department in the manner herein set forth, to wit: ______________________________~~

~~(Include reference to statute authorizing funds, probable amount annually available, and how will be placed under direct control of Highway Department)~~

STRICKEN OUT

~~*(b) By the ______________________________, upon which the duty of such maintenance is placed by the laws of said State, under the supervision of the Highway Department to the full extent authorized by State law, out of funds which have been or will be made available therefor in the manner herein set forth, to wit: ______________________________~~

~~(Include reference to statute authorizing funds and probable amount annually available)~~

~~*The Highway Department will use every means within its power to insure proper and permanent maintenance of said project thereafter, in the following manner, to wit: ______________________________~~

(Strike out if not appropriate)

Showing of authority of the Highway Department to execute agreements will be found in the agreement for ~~project No.~~ Fed. Aid Project No. 112

In witness whereof the parties have hereunto affixed their signatures and official seals, the Highway Department on the day and year first above written and the Secretary on the 18th day of January, 1932

STATE HIGHWAY COMMISSION OF OREGON
(Official title of Highway Department)

By ______________________________
Chairman, State Highway Commission
(Title of officer)

By C K Spaulding
Member, State Highway Commission
(Title of officer)

By ______________________________
Member State Highway Commission
(Title of officer)

[SEAL]

By ______________________________
(Title of officer)

By ______________________________
(Title of officer)

[SEAL]

R. W. Dunlap
Acting Secretary of Agriculture.

8—5518

Form PR. 3—Revised

UNITED STATES DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY

CERTIFICATE OF APPROVAL OF PLANS, SPECIFICATIONS, AND ESTIMATES

(Under "An Act to provide that the United States shall aid the States in the construction of rural roads, and for other purposes," approved July 11, 1916, and acts amendatory thereof and supplementary thereto.)

To—

THE SECRETARY OF THE TREASURY, AND

THE STATE HIGHWAY DEPARTMENT OF THE STATE OF Oregon

Pursuant to the acts above cited, I hereby certify—

FIRST. That in accordance with the provisions of said acts, I have approved the plans, specifications, and estimates submitted by the State Highway Department of the State of Oregon for the construction of a road ~~between~~ lo~~cally known as~~ and designated in the records of this Department as Project No. 1, Federal Lands Highway Section C, State of Oregon

SECOND. That in accordance with said provisions I have approved the sum of $37,878.69 as the total estimated cost of said project, and the sum of $37,878.69 as the share of the United States, payable under said acts on account of such project, which ~~does not exceed~~ is 100 per cent of said total estimated cost.

Done at the city of Washington, this 18th day of January one thousand nine hundred and Thirty-two, as witness my hand and the seal of the Department of Agriculture.

R. W. Dunlap
Acting Secretary of Agriculture.

3—1839

FLP-1c

October 15, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir: -

Herewith are enclosed three signed copies of project agreement covering the Lake County Line-Sherman Ranch Section, Federal Lands Highway Project No. 1-C.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dist. by J. W. Nash/ER.

encl.

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
District No. 1

In reply please
refer to File No. Ore.F.L.H.P. No. 1-C

New Post Office Bldg.,
Portland, Oregon

October 8, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Dear Sir:-

We are forwarding herewith three copies of proposed Project Agreement, [illegible] for signature and return to this office.

Very truly yours,

W. H. LYNCH
District Engineer

By L J Caufield
L. J. Caufield
Highway Engineer.

Encls.

OK
Roy A Klein

RECEIVED
OCT 9 1931
OREGON
STATE HIGHWAY COMMISSION

#1311

7LP-1C

September 29, 1931

Union Oil Company of California,
602 Yeon Building,
Portland, Oregon.

Attention of Mr. C. W. Schattner, District Manager.

Gentlemen:

We are in receipt of your inquiry of September 28th, regarding Earl L. McNutt, contractor, whose address is Eugene, Oregon.

The State Highway Commission awarded to Mr. Earl L. McNutt on August 4, 1931, the contract for 21.91 miles of grading of the North Unit of the Lake County Line-Okerman Ranch Section of the Lakeview-Burns Highway in Harney County. This is our contract #1311.

In connection with this work the contractor furnished a bond in favor of the State, which was written by Aetna Casualty & Surety Company for whom Bates, Lively & Pearson are agents, with offices in the Yeon Building Portland.

The date of completion is May 31, 1932.

Very truly yours,

STATE HIGHWAY COMMISSION

By
Secretary

AJ

nion Oil Company of California

PRODUCERS AND REFINERS OF
CRUDE OIL, FUEL OIL, ROAD OIL AND ASPHALT,
UNION GASOLINE, KEROSENE AND DISTILLATE,
'RED LINE' LUBRICATING OILS AND GREASES.

ATWATER 9521

602-621 YEON BUILDING
Portland, Oregon
Sept. 28, 1931

Oregon State Highway Commission,
Salem, Oregon

Re: Earl McNutt-Contractor
Eugene, Oregon

Gentlemen:

It is our understanding that Mr. McNutt has awarded a contract for grading the Oregon State Highway between Lakeview and Burns.

Inasmuch as we anticipate furnishing the subject with petroleum products for this operation, we will very much appreciate your advising us the name of the surety company and a description of the job and the approximate date of completion.

We enclose herewith, a stamped, self addressed envelope for your convenience.

Yours very truly,

UNION OIL COMPANY OF CALIFORNIA

G. W. Schattner

District Manager.

LH:RLB
Enc.

RECEIVED
SEP 29 1931
OREGON
[illegible]

FLP-1C

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

P.L.H. Proj. #1-C

September 14, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

Enclosed herewith is copy of letter dated August 18 from the Acting Secretary of the Interior stating that the application of the State Highway Commission of Oregon for right of way for Oregon Federal Lands Highway Project No. 1-C will be given immediate consideration. You will be notified as soon as we hear further from the Interior Department.

Very truly yours,

W H Lynch

W. H. LYNCH
District Engineer

Encl.

THE SECRETARY OF THE INTERIOR
WASHINGTON

August 18, 1931.

The Honorable,
The Secretary of Agriculture.

My dear Mr. Secretary:

I have the honor to acknowledge the receipt of the letter of the Acting Secretary of Agriculture, dated August 12, 1931, submitting on behalf of the State Highway Commission of Oregon an application for right of way for Oregon Federal Lands Highway Project No. 1-C in Harney County, Oregon.

This matter will be given immediate consideration and you will be duly notified of the approval of the map, as recommended, and furnished with four blue prints of the approved map.

Very truly yours,

(s) John H. Edwards,
Acting Secretary

ORM S-A-1 65 5000 8-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
CHAS. K. SPAULDING, SALEM
WM. HANLEY, BURNS

H. B. GLAISYER, SECRETARY

ROY A. KLEIN
STATE HIGHWAY ENGINEER

FLP-1c

OREGON STATE HIGHWAY COMMISSION

SALEM

F.L.H. #1-C

August 29, 1931.

IN REPLY PLEASE REFER TO FILE NO.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are submitting herewith the estimates which we desire to have used as bases for the project agreements for federal lands highway projects No. 1-A, 1-B and 1-C.

As no previous federal aid projects have involved the expenditure of state funds on highways that are not a part of the state highway system, you will probably desire information as to the authority under which state funds are to be used on these projects. This authority comes through Chapter 175, Laws of 1917, and Chapter 31, Laws of 1920, which enactments authorize the State Highway Commission to "do any act or thing necessary to fully meet the requirements of the United States and the officers acting under such federal statute," the federal statute referred to being the federal aid act and all subsequent amendments thereto. This authority "to do any act" includes, without any doubt, the authority to expend state money, for it goes so far as to specifically authorize the sale of bonds if other funds are not available.

The expenditure of state funds on these projects and off of the state highway system was necessary in order to fully meet the requirements under which the federal lands highway funds were offered to the State and in order to avoid the loss of those funds to the State, and in support of this statement we cite the following circumstances:

1. At the time it was determined to use the federal lands highway funds on the Lakeview-Burns Highway, there were no projects on the state highway system that were both eligible for federal lands highway funds and in such condition that it was practicable to get out the plans and complete the construction within the time allowed by the government for the performance of the work.

2. The county funds available for use either on the Lakeview-Burns Highway or for use on any other projects that

might have been taken up in lieu thereof, were insufficient to cover the part of the cost that must be borne either by the state or the counties.

For your more complete information in regard to the authority under which the Commission is acting in the expenditure of state funds on these projects, we are enclosing four copies of an opinion given by Mr. J. M. Devers, Assistant Attorney General.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

encl.

Oregon State Highway Department Federal Lands Highway Project No. 1-B

LAKE COUNTY LINE-OKERMAN RANCH SECTION OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate as basis for project agreement. Based on low bid prices)

Salem, Oregon, August 28, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands:
(Sta. 3616+55 to 3694+59) (Sta. 3758+02 to 3840+42) (Sta. 3874+11 to 3925+96) (Sta. 3967+35 to 4575+91) (Sta. 4632+14 to 4674+95) (Sta. 4694+06 to 4758+04).

All Required	Clearing and Grubbing		$ 1,489.18
82,200 cu. yds.	Common Excavation	$ .18	14,796.00
14,800 "	Intermediate Excavation	.50	7,400.00
9,600 "	Solid Rock Excavation	.80	7,680.00
11,000 yd. sta.	Overhaul	.03	330.00
1,350 lin. ft.	18" Corr. Galv. Iron Pipe	1.50	2,025.00
200 "	24" " " " "	2.00	400.00
70 " "	36" " " " "	4.50	315.00
	Sub-total		$ 34,435.18
	10% Engr. & Cont.		3,443.51
	Total........		$ 37,878.69

Length 17.171 miles
Cost per mile $2,205.96

Roadway thru Other Lands
(Sta. 3694+59 to 3758+02) (Sta. 3840+42 to 3874+11) (Sta. 3925+96 to 3967+35) (Sta. 4575+91 to 4632+14) (Sta. 4674+95 to 4694+06) (Sta. 4758+04 to 4765+48.6) (Sta. 4756+19.1 to 4763+47.4).

All Required	Clearing and Grubbing		$ 410.82
27,800 cu. yds.	Common Excavation	$ .18	5,004.00
2,200 "	Intermediate Excavation	.50	1,100.00
3,400 "	Solid Rock Excavation	.80	2,720.00
2,000 yd. sta.	Overhaul	.03	60.00
350 lin. ft.	18" Culvert Pipe	1.50	525.00
130 "	24" " "	2.00	260.00
40 "	36" " "	4.50	180.00
16 cu. yds.	Class "B" Concrete	25.00	400.00
25 M-FBM	Lumber and Timber	55.00	1,375.00
	Sub-total		$ 12,034.82
	10% Engr. & Cont.		1,203.48
	Total		$ 13,238.30

Length 4.737 miles
Cost per mile $2,794.65

Federal Funds Requested.......... $57,878.00

State Funds......................... 13,238.00

Total................. $61,116.00

State funds for Construction: Chapter 175, Laws 1917; Chapter 21, Laws 1925,

State funds for Maintenance: Chapter 41, Laws 1927.

OREGON STATE HIGHWAY COMMISSION 9LP-1

August 24, 1931

Mr. Earl L. McNutt,
351½ E. Broadway,
Eugene, Ore.

Dear Sir:

Herewith for your records and files is an executed copy of the contract recently awarded to you by the State Highway Commission for the grading of the North Unit, Lake County Line-Okerman Ranch Section on the Lakeview-Burns Highway in Harney County.

Very truly yours,
STATE HIGHWAY COMMISSION

By
Secretary

AJ

7RP-1C

FORM 2-C-1 F-28843 500 6-31

COMMISSIONERS
H. B. VAN DUZER, CHAIRMAN, PORTLAND
M. A. LYNCH, REDMOND
CHAS. K. SPAULDING, SALEM

ROY A. KLEIN
STATE HIGHWAY ENGINEER

H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF C. W. WANZER, DIVISION ENGINEER
BEND, OREGON

August 15, 1931.

Mr. Roy A. Klein,
State Highway Engineer,
Salem, Oregon.

Attention: Mr. S. H. Probert.

Dear Sir:

We hand you herewith price agreement No 1 between Stations 4054 and 4532 on the North unit of the Lake County line, Okerman ranch section of the Lakeview-Burns Highway (Job Prefix 13 TC)

Mr. Wanzer took up this matter of the line change with Mr. Klein and he agreed to the change.

Kindly hand this to him for his signature.

Very truly yours,

C. W. Wanzer,
Division Engineer,

By
J. [illegible]. Hardie

jah/m

RECEIVED
AUG 17 1931

√ **INFORMATIONAL COPY** -- for Mr. Glaisyer,
State Highway Department,
Salem, Oregon.

7LP-1C

(C O P Y)

Copy for Mr. Lynch

Aug. 12, 1931

The Honorable,
The Secretary of the Interior.

Dear Mr. Secretary:

The State Highway Commission of Oregon has made application for the transfer and appropriation of certain lands on the public domain for a right of way for the construction of Oregon Federal Lands Highway Project No. 1-C in Harney County. The project statement for this project was approved by the Interior Department by endorsement on a letter dated July 28, 1931 from the Commissioner of the General Land Office (No. 1425438 "F" MN).

Two linen tracings showing the right of way as it traverses unappropriated and unreserved public lands, also showing the width of the right of way desired, are enclosed herewith.

Pursuant to the provisions of Section 17 of the Federal Highway Act approved November 9, 1921 (42 Stat. 212), and acting upon representations made by the State Highway Commission of the State of Oregon, I find that the right of way shown on the enclosed linen tracings is necessary for the construction of Oregon Federal Lands Highway Project No. 1-C. If the proposed appropriation is not contrary to the public interests or inconsistent with the objects of your Department, I should be obliged if you would authorize the transfer of the same to the State Highway Commission of the State of Oregon for the purpose specified.

If you approve this request kindly furnish this Department with four blue prints of the tracing bearing your approval.

Sincerely,
Secretary's File Room:

(Signed)
C. V. Marvin
Acting Secretary.

Enclosures.

Form 30—F-20138—5M—1-31

OREGON STATE HIGHWAY DEPARTMENT

FIELD ENGINEER'S WEEKLY REPORT

92 . 10

Date 8-4-, 1931

Job name Lake Co Line-Okerman Ranch

Week from 7-28-31 to 8-4-31

Mail address Wagontire

Highway Lakeview-Burns

Telegraph or telephone address —

County Harney

Job prefix 19T.C.

Express and freight address Burns

General information covering progress of work by party and by contractor, important developments, instructions to contractor, instructions from Division Engineer, changes in personnel of party, etc.:

McNutt has two subs ready on job to start clearing.

Party on Line revision sta 4460 - 4525 and with Burch on 19T.C.

RECEIVED
AUG 18 1931
OREGON
STATE HIGHWAY COMMISSION

(See back of this sheet for instructions and detailed information)

Signed

Title Res Engr.

GRADING CONSTRUCTION

Total miles of grading in project 293

Miles completed

Miles completed except finishing

Total cubic yards in project 178000

Cubic yards moved to date

Miles covered by contractor's forces

Miles cross-sectioned

Miles cross-sections completed and checked

Miles to be remeasured

Number men in Engineering Party 4

Contractor's average force for week .... *men,*

.... *teams,* .... *steam shovels*

Grading work will be completed about 5-31-32

ROCK SURFACING AND MAINTENANCE MATERIAL PROJECT

Total miles surfacing in project

Miles completed

Miles partially done

Total cubic yards in project

Cubic yards produced to date

Average daily yardage produced this week

Average daily yardage necessary to complete on time

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Project will be completed about

Number of men in Engineering Party

INSTRUCTIONS

Weekly reports are required to be submitted by all Locating Resident and other Field Engineers. Separate reports must be submitted for each job, and no single report shall cover more than one job.

Reports shall be mailed by not later than Sunday night. The original copy shall be mailed direct to the Salem office, and the duplicate direct to the Division Engineer. The triplicate copy shall be retained in the Field Engineer's files.

Do NOT include in weekly reports matters requiring action by, or the special attention of, Division Engineers or others, unless these matters are also taken up by a letter addressed to the attention of the party interested. Requisition for supplies, calls for men, requests for information, and other matters requiring action or reply will NOT receive attention, if made on this form.

Fill out those sections of the above detailed reports which apply to the particular class of work involved under the job covered by the report.

SURVEYS

Total mileage of section to be surveyed

Miles of preliminary staked

Miles of location staked

Per cent of field work complete

Per cent of office work complete

Number of days worked on this project

Number of men in party

Salary expense this week

All other expense this week

Previous total expenditure this survey

Total expenditure including this week

Survey will be completed about

Completed survey will cost about

Per mile cost of survey will be about

NOTE—Reestablishment of center line, line revisions, etc., for construction work is not considered survey work. Work of this kind is Construction Engineering.

PAVING WORK

Total miles paving in project

Miles paving completed

Total square yards in project

Square yards completed to date

Average daily square yards this week

Miles shoulders completed both sides

Contractor's average force for week .... *men,*

.... *teams,* .... *trucks*

Job will be completed about

Number of men in Engineering Party

DISTRIBUTION OF TIME

List all jobs upon which you have worked this week with percentage of this week's time on each.

1. *This job* 13 T.C. *Percentage* 75
2. 19 T.C. *Percentage* 25
3. .... *Percentage* ....
4. .... *Percentage* ....

72P.1a

UNITED STATES DEPARTMENT OF AGRICULTURE
BUREAU OF PUBLIC ROADS
DISTRICT No. 1

IN YOUR REPLY PLEASE
REFER TO FILE No.

POST OFFICE BUILDING
PORTLAND, OREG.

August 3, 1931

Mr. Roy A. Klein
State Highway Engineer
Salem, Oregon

Dear Sir:

The plans, specifications and estimate for Oregon Federal Lands Highway Project No. 1-C, the Lake County Line - Okerman Ranch section of the Lakeview-Burns Highway have been recommended for approval.

We hereby concur in the award of the contract to the low bidder.

Very truly yours,

W. H. LYNCH
District Engineer

By T. M. Davis
T. M. Davis
Highway Engineer

FLP-1C

July 24, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

In compliance with your requirements in connection with Federal Lands Highway Projects, we are today sending to you by express two map tracings showing the Government-owned lands that are crossed by the Lake County Line-Sherman Ranch Section of the Lakeview-Burns Highway (Federal Lands Highway Project No. 1-C).

Both of the map tracings above referred to have been certified to by the Register of the U. S. Land Office at The Dalles.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

SHP:ER

7LP-1C

July 18, 1931.

Mr. W. H. Lynch,
District Engineer,
U. S. Bureau of Public Roads,
New Post Office Bldg.,
Portland, Oregon.

Dear Sir:

We are enclosing herewith six copies of estimate accompanying plans and five bid proposals for the Lake County Line-[illegible]man Ranch Section, Federal Lands Highway Project No. 1-C. Under separate cover, we are sending five sets of blueprint plans and one set of original cross-sections for this work.

Very truly yours,

ROY A. KLEIN,
State Highway Engineer,

By

S. H. Probert,
Office Engineer.

Dict. by J. W. Nash/ER.

encl.

Oregon State Highway Department Federal Lands Highway Proj. No. 1-C

LAKE COUNTY LINE-OKERMAN RANCH SECTION

OF THE LAKEVIEW-BURNS HIGHWAY IN HARNEY COUNTY

(Estimate with plans. Not as basis for project agreement)

Salem, Oregon, July 17, 1931.

Roadway thru Unappropriated and Unreserved Federal Lands

(Sta. 3618+53 to 3694+59) (Sta. 3758+02 to 3840+42) (Sta. 3874+11 to 3925+96)
(Sta. 3967+35 to 4575+91) (Sta. 4652+14 to 4674+95) (Sta. 4694+06 to 4738+04)

All Required	Clearing and Grubbing	$	$1,200.00
82,200 cu. yds.	Common Excavation	0.23	18,906.00
14,800 " "	Intermediate Excavation	0.35	5,180.00
9,600 " "	Solid Rock Excavation	0.80	7,680.00
11,000 yd.sta.	Overhaul	0.04	440.00
1,350 lin. ft.	18" Culvert Pipe	1.75	2,362.50
200 " "	24" Culvert Pipe	2.25	450.00
70 " "	36" Culvert Pipe	5.00	350.00
	Sub-total		$ 36,568.50
	10% Engr. & Cont.		3,656.85
	Total		$ 40,225.35

Length - 17.171 miles
Cost per mile - $2,342.63

Roadway thru Other Lands

(Sta. 3694+59 to 3758+02) (Sta. 3840+42 to 3874+11) (Sta. 3925+96 to 3967+35)
(Sta. 4575+91 to 4652+14) (Sta. 4674+95 to 4694+06) (Sta. 4738+04 to 4765+46.6)
(Sta. 4756+19.5 to 4765+47.4)

All Required	Clearing and Grubbing		$ 350.00
27,800 cu. yds.	Common Excavation	0.23	6,394.00
2,200 " "	Intqrmediate Excavation	0.35	770.00
3,400 " "	Solid Rock Excavation	0.80	2,720.00
2,000 yd. sta.	Overhaul	0.04	80.00
350 lin. ft.	18" Culvert Pipe	1.75	612.50
130 " "	24" Culvert Pipe	2.25	292.50
40 " "	36" Culvert Pipe	5.00	200.00
16 cu. yds.	Class "B" Concrete	25.00	400.00
25 M-FBM	Lumber and Timber	65.00	1,625.00
	Sub-total		$ 13,444.00
	10% Engr. & Cont.		1,344.40
	Total		$ 14,788.40

Length - 4.737 miles.
Cost per mile - $5,121.20

Federal Funds Requested- - $ 40,225.35

County Funds- - - - - - - - 14,788.40

Total - - - - - - $ 55,015.75

7.1P-12.

COPY

HARNEY COUNTY COURT

Burns, Oregon

July 7, 1931

NOTED
State Highway Engineer

State Highway Commission
Salem, Oregon

I herewith enclose Resolution relative to the acquisition of rights of way on the Lakeview-Burns Road, known and designated as Market Road No. 8.

We wish to advise that the rights of way will be had or condemnation proceedings started on all private lands through hich this road traverses by the 30th day of July, 1931.

Very truly yours

(sgd.) H. J. Williams
County Judge

RESOLUTION

WHEREAS, That portion of the Yellowstone Cut-Off called the Lakeview-Burns road is partially located within Harney County, and the portion thereof so located in Harney County has been designated as and made a part of the Market Road system of Harney County under the name of Riley-Wagontire Market Road No. 8, and

WHEREAS, under a co-operative agreement between the Federal Government, the State of Oregon, and Harney County, heretofore made and entered into, the Government is to furnish the right of way and construct said road within Harney County over all government lands without cost to the County, and the State of Oregon is to furnish all necessary funds for the construction of all portions of said road lying and located over State lands, and

WHEREAS, under such agreement Harney County must furnish all rights of way over privately owned lands within Harney County without cost to the State or Government, and must insure the acquisition of such rights of way before the State and Government will let contracts for the construction of said road in Harney County, now therefore.

BE IT RESOLVED, That the acquisition of rights of way for the Riley-Wagontire Market Road No. 8 over all privately owned lands in Harney County is a public necessity, and the District Attorney is hereby directed to secure such rights of way at the earliest possible date, and to that end is authorized and directed to institute condemnation actions against absent owners, or owners with whom no agreement can be reached.

Dated this 3 day of July, 1931.

(Signed)

R. J. Williams
County Judge

L. G. Hayes
Commissioner

Harry A. Withers
Commissioner

72P-1C

PRELIMINARY ESTIMATE OF

NORTH AND SOUTH UNITS, HARNEY COUNTY LINE-

LAKEVIEW-BURNS HIGHWA

Items	Unit	Unit Prices	Government Lands		
			Quantity	Amount	Qua
NORTH UNIT, HARNEY COUNTY LINE-OKERMAN RANCH SECTION:					
(Sta. 3616/53 to 3927/41.5 = 3925/86.0 to 4765/48.6)					
Clearing and Grubbing		$75.00	17.190	$ 1,289.25	
Common Excavation	Cu. Yd.	0.23	82,570	18,991.10	12
Intermediate Excavation	Cu. Yd.	0.35	14,370	5,029.50	1,
Solid Rock Excavation	Cu. Yd.	0.80	9,940	7,952.00	2,
Overhaul	Yd. Sta.	0.04	10,300	412.00	1,
18" Culvert Pipe	Lin. Ft.	1.75	1,410	2,467.50	
24" Culvert Pipe	Lin. Ft.	2.25	210	472.50	
36" Culvert Pipe	Lin. Ft.	5.00	80	400.00	
Timber for Trestles	M-FBM	65.00	- -	- -	
Class "B" Concrete	Cu. Yd.	25.00	- -	- -	
Sub-totals				$37,013.85	
15% Engr. & Contg.				5,552.08	
Totals for North Unit				$42,565.93	
SOUTH UNIT, HARNEY COUNTY LINE-OKERMAN RANCH SECTION:					
(Sta. 3225/95 to 3616/53)					
Clearing and Grubbing		$75.00	0.173	$ 12.98	
Common Excavation	Cu. Yd.	0.23	850	195.50	8,
Intermediate Excavation	Cu. Yd.	0.35	- -	- -	
Solid Rock Excavation	Cu. Yd.	0.80	- -	- -	
Overhaul	Yd. Sta.	0.04	20	.80	2,
18" Culvert Pipe	Lin. Ft.	1.75	40	70.00	
36" Culvert Pipe	Lin. Ft.	5.00	- -	- -	
Sub-totals				$ 279.28	
15% Engr. & Contg.				41.89	
Totals for South Unit				$ 321.17	
Totals for Entire Project				$42,887.10	

[illegible], Oregon,
June [illegible]0, 1931.

IMATE OF COST

UNTY LINE-OKERMAN RANCH SECTION

EES HIGHWAY

	State Lands		Privately Owned Lands		Totals	
	Quantity	Amount	Quantity	Amount	Quantity	Amount
25	2.015	$ 151.13	2.585	$ 193.87	21.790	$ 1,634.25
10	12,150	2,794.50	17,900	4,117.00	112,620	25,902.60
50	1,340	469.00	860	301.00	16,570	5,799.50
00	2,370	1,896.00	1,050	840.00	13,360	10,688.00
00	1,200	48.00	1,390	55.60	12,890	515.60
50	140	245.00	280	490.00	1,830	3,202.50
50	140	315.00	- -	- -	350	787.50
00	- -	- -	40	200.00	120	600.00
	- -	- -	26	1,690.00	26	1,690.00
	- -	- -	17	425.00	17	425.00
85		$5,918.63		$8,312.47		$51,244.95
08		887.79		1,246.87		7,686.74
93		$6,806.42		$9,559.34		$58,931.69
98	1.481	$ 111.07	57.43	$ 430.73	7.397	$ 554.78
50	8,780	2,019.40	24,750	5,692.50	34,380	7,907.40
	430	150.50	- -	- -	430	150.50
	- -	- -	2,940	2,352.00	2,940	2,352.00
80	2,120	84.80	3,870	154.80	6,010	240.40
00	110	192.50	420	735.00	570	997.50
	80	400.00	- -	- -	80	400.00
28		$2,958.27		$9,365.03		$12,602.58
89		443.74		1,404.76		1,890.39
17		$3,402.01		$10,769.79		$14,492.97
10		$ 10,208.43		$20,329.13		$73,424.66

CONTRACT#1320,

SEE:

CONTRACT#1292,

1320 SEE: Contract 1292

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By contract number

Index:

INDEXING: Begins with: Contract#1293, 1375, continued from Reel#11 Ends with: Contract#1320, SEE: Contract#1292

FLASH CARDS: Begins every contract

Remarks:

Reel No. 12 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film MD 5 16mm

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 14 day of March, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhoden

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

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I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Scott G. Rhodm